AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, March 14, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Pastor Landon Adams, Anointed Word Ministries

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   March 7, 2023

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Lawanda Shinn for a waiver of the Noise Ordinance at 1805 Pallister Place W. on April 8-9, 2023, from 4:00 p.m. - 10:00 p.m. (District 1).

   Request of Savannah Nichols for a waiver of the Noise Ordinance at Cathedral Square on March 19, 2023, from 8:00 a.m. - 10:00 a.m. (District 2).

   Request of Aionios International School & Cultural Center for a waiver of the Noise Ordinance at Cooper Riverside Park on March 25, 2023, from 1:00 p.m. - 4:00 p.m. (District 2).

   Request of Eunice Galloway for a waiver of the Noise Ordinance at Cooper Riverside Park on June 22, 2023, from 8:00 a.m. - 10:00 a.m. (District 2).

   Request of Hargrove and Associates, Inc. for a waiver of the Noise Ordinance at Mardi Gras Park on May 25, 2023, from 5:00p.m. - 8:00 p.m. (District 2).

   Request of Eunice Galloway for a waiver of the Noise Ordinance at Mardi

Gras Park on June 22, 2023, from 8:00 a.m. - 10:00 a.m. (District 2).

Request of Carol Hunter for a waiver of the Noise Ordinance at 51 S. Conception Street on March 30 - April 2, 2023, from 2:00 p.m. - 12:00 a.m. (District 2).

Request of Anna Maple for a waiver of the Noise Ordinance at Medal of Honor Park on April 1, 2023, from 12:30 p.m. - 5:00 p.m. (District 6).

Request of Lechra Lewis for a waiver of the Noise Ordinance at Langan Municipal Park on June 3, 2023, from 8:00 a.m. - 6:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 1101 and 1107 Old Shell Road from R-1 and B-2 to B-2 (District 2).

Public hearing to declare the structure at 1704 Griffin Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 414 Gaston Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 218 Ryland Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 759 Charles Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1707 Marengo Drive a public nuisance and order it demolished (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Darlene Martin - Public safety issues in her community.

Ryan McMillan - Abuse of power.

Thomas Mitchell - Abuse of power.

Rev. Jim Flowers - Annexation concerns in regards to current city infrastructure.

Rev. Bobby Brown - Annexation.

Reggie Hill - ARP spending, Civic Center, and vehicle inventory.

12. ORDINANCES HELD OVER

64-011 Rezone property located at 1459 Montlimar Court from B-2 and B-3 to B-3 (sponsored by Councilmember Daves).

13. CONSENT RESOLUTIONS HELD OVER

40-029 Declare the structure at 2411 Noble C. Beasley Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-031 Declare the structure at 404 Dunham Street a public nuisance and order it secured/demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

09-215 Reallocate funds in Capital Project Stormwater-Misc. Bridge Improvements; Alabama Municipal Trust Fund to Capital Project Pinto Pass Bridge-Settlement ALDOT (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

01-255 Authorize agreement with ALDOT for Alabama Transportation Rehabilitation and Improvement Program project; (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

08-256 Approve purchase orders for fuel for various City locations (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-257 Approve purchase order to Insight Public Sector for case management software and training; $26,021.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-258 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 Supercrew Pickup Trucks for Facility Maintenance Dept.; $75,594.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-259 Approve purchase order to Software Vendor for annual renewal of security information and event management platform service for MIT; $21,060.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-260 Approve purchase order to Interface Americas, Inc. for flooring replacement for Revenue Dept.; $126,230.86 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-261 Approve purchase order to Kone, Inc. for elevator repairs at West Regional Library; $67,975.08 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-262 Approve purchase order to Mobile Area Water and Sewer System for meters and hookup fees for Langan Park restrooms; $17,110.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-263 Authorize contract with Rogers & Willard, Inc. for improvements to 200

Government Street; $572,576.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-264 Authorize contract with Goram Air Conditioning, Inc. for HVAC maintenance and repairs at various City facilities; not to exceed $300,000.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

60-265 Authorize Settlement Agreement and Release of Claims; Gulf Coast Underground (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

01-012 Ordinance to Amend Chapter 44, Article IV, "Historic Preservation" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-013 Rezone property located at 1101 and 1107 Old Shell Road from R-1 and B-2 to B-2 (sponsored by Councilmember Carroll).

16. CONSENT RESOLUTIONS BEING INTRODUCED

31-268 Authorize a grant application to the International Association of Chiefs of Police for the FY23 Law Enforcement-Based Direct Victim Services Grant; $300,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

37-269 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (On/Off Premises) License to Grizzly Axes, 4325 Downtowner Loop (sponsored by Councilmember Daves).

40-270 Declare the structure at 1704 Griffin Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-271 Declare the structure at 414 Gaston Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-272 Declare the structure at 218 Ryland Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-273 Declare the structure at 759 Charles Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-274 Declare the structure at 1707 Marengo Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

60-275 Approve award of special bonus to the Public Works at Large Employee of the Month; Anderson (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-276 Approve award of special bonus to the Parks and Recreation Employee of the Month; McDaniel (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

60-277 Approve award of special bonus to the Public Services Employee of the Month; Orr (sponsored by Mayor Stimpson) (submitted by Marc Vassallo).

17. RESOLUTIONS BEING INTRODUCED

01-278 Authorize agreement with the Village of Spring Hill, Inc. to facilitate landscaping and irrigation in public right-of-way (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept. and Carleen Stout-Clark, RE Dept.).

08-279 Approve item based bid for umarked vehicle light and siren upfits for MFRD (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-280 Approve item based bid for replacement brooms and brushes for street sweepers (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-281 Approve purchase order to Dennis Aluminum Products for decorative street sign posts; $49,175.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-282 Approve purchase order to Trantex Transportations products of Texas, Inc. for traffic control speed cushions for Traffic Engineering; $16,468.38 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-283 Approve purchase order to Trantex Transportation Products of Texas, Inc. for traffic control barricades for Traffic Engineering; $149,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-284 Approve purchase order to UJ Chevrolet Co., Inc. for Suburban SUV for MPD; $62,575.57 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-285 Approve purchase order to C&H Construction Services for mini message board with trailer for the Cruise Terminal; $16,755.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-286 Approve purchase order to SHI International Corp. for annual subscription for Terranova Security Awareness Training Library Services; $18,898.64 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-287 Authorize contract with Arena Fire Protection, Inc. for fire sprinkler and backflow preventer inspections and repairs at various City facilities;

$105,648.00 combined (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-288 Authorize contract with Cintas Corporation for uniform and equipment rental services; $7,000.00 per month, for one year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-289 Authorize contract with Virginia Wrecking Company, Inc. for Phase 2 asbestos abatement and demolition of Woodlawn Apartments; $92,399.00 (sponsored by Councilmember Small) (submitted by Gary Jackson, Municipal Enforcement).

21-290 Authorize contract with Southern Earth Sciences, Inc. annual landfill sampling requirements for Bates C & D Landfill and Hickory Street Landfill (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.)

21-291 Authorize contract with the University of South Alabama, USA Health Division to provide pharmaceutical services and medications for MFRD; $125,000.00 per year (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

21-292 Authorize contract with Amerson Roofing, Inc. for re-roofing of various City facilities; $117,873.00 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-293 Authorize performance contract with Friends of Mobile Historic Development (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-294 Authorize performance contract with Society Mobile-La Habana, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

31-295 Authorize a grant application to the Department of Homeland Security/Federal Emergency Management Agency for the FY22 Fire Prevention and Safety Grant; $650,000.00 (5% match requirement) (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-296 Authorize Settlement Agreement and Release of Claims; McKean, Evans, & Byrd (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-297 Call for public hearing to rezone property located at 4570, 4580, and 4590 Shipyard Road, from B-3 and B-5 to B-5 (scheduled for April 18, 2023) (District 4).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 10:35 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 10:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert (City Clerk)

Sponsored by:

Councilmember Penn

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Shinn	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 10:54 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2023 MAR -8 PM 12:46

Section 39-96 & 39-96.1 of the Mobile City Code: It is unlawful for any person to use amplification which exceeds 85 decibels during the hours of 6:00 a.m. until 10:00 p.m., or which exceeds 50 decibels from 10:00 p.m. until 6:00 a.m.

If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received by **2:00 p.m. on Thursday** in order to be placed on their next agenda.

Music containing obscene language or profanity is prohibited.

Name of Applicant: Lawanda Shinn
PLEASE PRINT ALL INFORMATION

Organization (if applicable): _____

Address of applicant: 1805 PAllister Pl. W. Mobile, AL 36618

Telephone Number: (251) 599-9571

Type of event for which Noise Waiver is requested: Birthday / Anniversary

DATE OF EVENT: April 8+9 2023

LOCATION OR ADDRESS OF EVENT where amplification will be used:
1805 PAllister Pl. W. Mobile, Al 36618

Requested beginning & ending time during which amplification will be used:
Note: In residential areas, the ending time is set at 11:00 p.m.
4:00 p.m. - 10:00 pm

Please mail this application to:
Lisa C. Lambert, City Clerk, P. O. Box 1827, Mobile, AL 36633
or fax to: 251 208-7576

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Nichols	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 3:47 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Savannah Nichols
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-408-5848

Organization (if applicable) _____

Mailing Address of Applicant 10339 Brodick Loop Spanish Fort

Telephone No. _____ E-mail address savanichols@gmail.com

Location or address of event where amplification will be used:
Cathedral Square

Date of Event: 3/19/23 Starting Time: 8 am Ending Time 10 am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: yoga class

Do you plan to sell alcohol at this event? _____ YES x NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

2023 MAR -9 PM 3:43
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert (City Clerk)

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Aionios International	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 10:57 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: C Pichoff-DeLorca
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 415 272 7253

Organization (if applicable) Aionios International School

Mailing Address of Applicant 1260 Dauphin St, Mobile, AL 36604 (c/o Safe2Bu)

Telephone No. _____ E-mail address Rarebirdofpeace@gmail.com

Location or address of event where amplification will be used:
~~River~~ Cooper Riverside Park

Date of Event: 3/25/23 Starting Time: 1pm Ending Time 4pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Unity/Peace-Community resource

Do you plan to sell alcohol at this event? ____ YES X NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

2023 MAR -7 AM 9:56

2

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert (City Clerk)

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Eunice Galloway	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 10:59 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Eunice Galloway
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205.467.6686 Cell Number: 205.542.0070

Organization (if applicable) 72nd National Square Dance Convention

Mailing Address of Applicant 377 Virginia Drive, Trussville, AL 35173

Telephone No. same as above E-mail address galloway.eunice@gmail.com

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: Thurs 6/22/23 Starting Time: 8A Ending Time 10A

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Square Dancing in the Park for 72nd NSDC

Do you plan to sell alcohol at this event? _____ YES XXX NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S DEPARTMENT
2023 MAR -6 AM 10: 24

2

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hargrove Associates	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:02 AM

CITY CLERK DEPARTMENT
2023 MAR -7 AM 8:57

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: **Hargrove and Associates, Inc.**
PLEASE PRINT ALL INFORMATION

Home Phone Number: **251-476-0605** Cell Number: **251-680-7298**

Organization (if applicable) _____

Mailing Address of Applicant **20 S Royal Street, Mobile, AL 36602**

Telephone No. **251-476-0605** E-mail address **cnorth@hargrove-epc.com**

Location or address of event where amplification will be used:

Mardi Gras Park, 104-148 S Royal St, Mobile, AL 36602

Date of Event: **May 25, 2023** Starting Time: **5pm** Ending Time **8pm**

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: **Private Corporate and Family Picnic**

Do you plan to sell alcohol at this event? _____ YES **X** NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

2

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Eunice Galloway	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:06 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

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Name of Applicant: Eunice Galloway
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205.467.6686 Cell Number: 205.542.0070

Organization (if applicable) 72nd National Square Dance Convention

Mailing Address of Applicant 377 Virginia Drive, Trussville, AL 35173

Telephone No. same as above E-mail address galloway.eunice@gmail.com

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: Thurs 6/22/23 Starting Time: 8A Ending Time 10A

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Square Dancing in the Park for 72nd NSDC

Do you plan to sell alcohol at this event? _____ YES XXX NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S DEPARTMENT
2023 MAR -6 AM 10: 24

2

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Carol Hunter	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:09 AM

CITY CLERK DEPARTMENT
2023 MAR -6 AM 8:56

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Carol Hunter
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-604-5936

Organization (if applicable) SouthSounds Music Festival, Inc.

Mailing Address of Applicant 261 Dauphin Street

Telephone No. 251-459-8702 E-mail address chunter@downtownmobile.org

Location or address of event where amplification will be used:
51 S. Conception Street

Date of Event: Mar. 30 - Apr. 2, 2023 Starting Time: Various Ending Time See attached

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Music Festival

Do you plan to sell alcohol at this event? _____ YES X* _____ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

2



Dates and Times of Outdoor Music

Friday, March 31st: 5:00 p.m. to 12:00 a.m.
Saturday, April 1st: 2:00 p.m. to 12:00 a.m.
Sunday, April 2nd: 2:00 p.m. to 10:00 p.m.

*Alcohol will be sold by adjacent licensees.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Anna Maple	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:11 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Anna Maple
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 256-541-3031

Organization (if applicable) _____

Mailing Address of Applicant Autism Support of Alabama P.O. Box 661304 Birmingham, Al 35226

Telephone No. _____ E-mail address anna@autism-alabama.org

Location or address of event where amplification will be used:
Medal of Honor Park - Mobile, AL

Date of Event: 4/1/2023 Starting Time: 12:30 Ending Time 5:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: non profit walk- fundraiser

Do you plan to sell alcohol at this event? _____ YES no NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK DEPARTMENT
2023 MAR -8 PM 12: 55

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Lewis	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:14 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Lechra Lewis
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-382-5599 Cell Number: same

Organization (if applicable) _____

Mailing Address of Applicant 2416 West Rd

Telephone No. _____ E-mail address lewislechra@gmail.com

Location or address of event where amplification will be used:
Langan Municipal Park

Date of Event: June 3 Starting Time: 8am Ending Time 6pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Reunion

Do you plan to sell alcohol at this event? _____ YES X NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK DEPARTMENT
2023 MAR -8 PM 1:56

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 4:12 PM

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7 +/- ACRES.

The classification of said property is hereby changed from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision**

process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Bethel Engineering (Vincent LaCoste, Agent)
1101 and 1107 Old Shell Road
Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street
Council District 2
William Carroll

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1101 and 1107 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted February 14, 2023, a public hearing will be held on the 14th day of March, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1101 and 1107 Old Shell Road (southwest corner of Old Shell Road and North Hallett Street, extending to the northwest corner of North Hallett Street and New Saint Francis Street) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES, 30 MINUTES WEST ALONG THE SOUTH LINE OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 270 FEET TO A POINT; THENCE NORTH 0 DEGREES, 47 MINUTES WEST, A DISTANCE OF 676.95 FEEL TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF KOOIMAN ROAD EXTENSION (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 83 DEGREES, 30 MINUTES EAST AND ALONG SAID RIGHT OF WAY A DISTANCE OF 270.8 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES, 47 MINUTES EAST ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 644.5 FEET TO POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-5, Office-Distribution District, to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication. AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7 +/- ACRES.

The classification of said property is hereby changed from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in

compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of March, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1101 and 1107 Old Shell Road** (Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 6, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 19, 2023 considered the request of **Bethel Engineering (Vincent LaCoste, Agent)** for a change in zoning from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District** for the property located at **1101 and 1107 Old Shell Road** (Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 23, 2023

Vince LaCoste
Bethel Engineering
3233 Executive Park Circle
Mobile, Alabama 36606

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, and to B-2, Neighborhood Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on January 19, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process;**
2) **paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and**
3) **full compliance with all municipal codes and ordinances.**

ZON-002340-2022 BETHEL ENGINEERING
January 23, 2023

The advertising fee for this application based on the current legal description is $330.05. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
January 5, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 19, 2023, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, January 18, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
January 5, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 19, 2023, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, January 18, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

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1. APPLICANT If other than property owner, must furnish written authorization from owner.

Bethel Engineering — Name

civil@bethel-eng.com — Email

3233 Executive Park Circle Mobile Al 36606 — Full Address (Street, City, State, Zip)

251-661-4747 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Just Plain Arthur LLC — Name

Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

1101 Old Shell Road Mobile Al 36608 — Property Address

R022906400009125.000 — Parcel Number

7600 — Property Area (acres or square feet)

R-1 — Present Zoning

B-2 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ■ Seven (7) copies of completed application
- ■ Legal description of site in question (from deed or survey, not a tax assessment description) Applied for on CSS per Payton Rogers
- ■ Parcel number of site in question
- ■ Detailed description of proposal
- □ Plan consistency analysis Applied on CSS per Payton Rogers
- ■ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ■ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ■ All trees 24" and larger shown on plan
- ■ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ■ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ■ Notification fee ($1.00) per mailing label
- ■ One photocopy of address labels
- ■ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

Plan Submission
Contact Information

Name of Project Bagby Elevator Subdivision

Address 1101 Old Shell Road Mobile Al 36608

Owner Just Plain Arthur LLC

Address P O Box 320919 Birmingham AL 35232

Phone 251-721-1128 Fax E-Mail todd.sharpe@bagbyelevator.com

Authorized Agent Bethel Engineering

Address 3233 Executive Park Circle, Mobile AL 36606

Phone (251) 661-4747 Fax E-Mail civil@bethel-eng.com

Contractor Bienville CS

Address

Phone 251-721-1128 Fax E-Mail Josh@bienvillecs.com

Civil Engineer Vincent D. LaCoste

Address 32133Executive Park Circle, Mobile AL 36606

Phone (251) 661-4747 Fax E-Mail civil@bethel-eng.com

Architect

Address

Phone Fax E-Mail

Submitted By:

Signature

Vincent D. LaCoste
Print

12/19/2022
Date

Project Manager
Affiliation to project/Organization

Effective Date: April 1, 2012

bethel ENGINEERING

December 19, 2022

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Narrative

RE: 1101 Old Shell Road – Bagby Elevator Subdivision

To whom it may concern,

Please find attached our application for re-zoning of the above referenced address. The site is currently zoned B-2 and R-1. We are requesting the R-1 portion of the site to be changed to B-2 to comply with the use and zoning of the remainder of the property.

Thank You,

Vincent D. LaCoste II

December 19, 2022

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Authorization Letter

RE: 1101 Old Shell Road Mobile Al 36608

To whom it may concern,

I, __Hunter M. Bagby as Manager of Just Plain Arthur, LLC_____, the owner of the above referenced property is authorizing **Vincent LaCoste,** the owner of Bethel Engineering and professional Engineer registered in the State of Alabama, Registration Number **2412** permission to be the authorized applicant and submit the Re-Zoning application on my behalf.

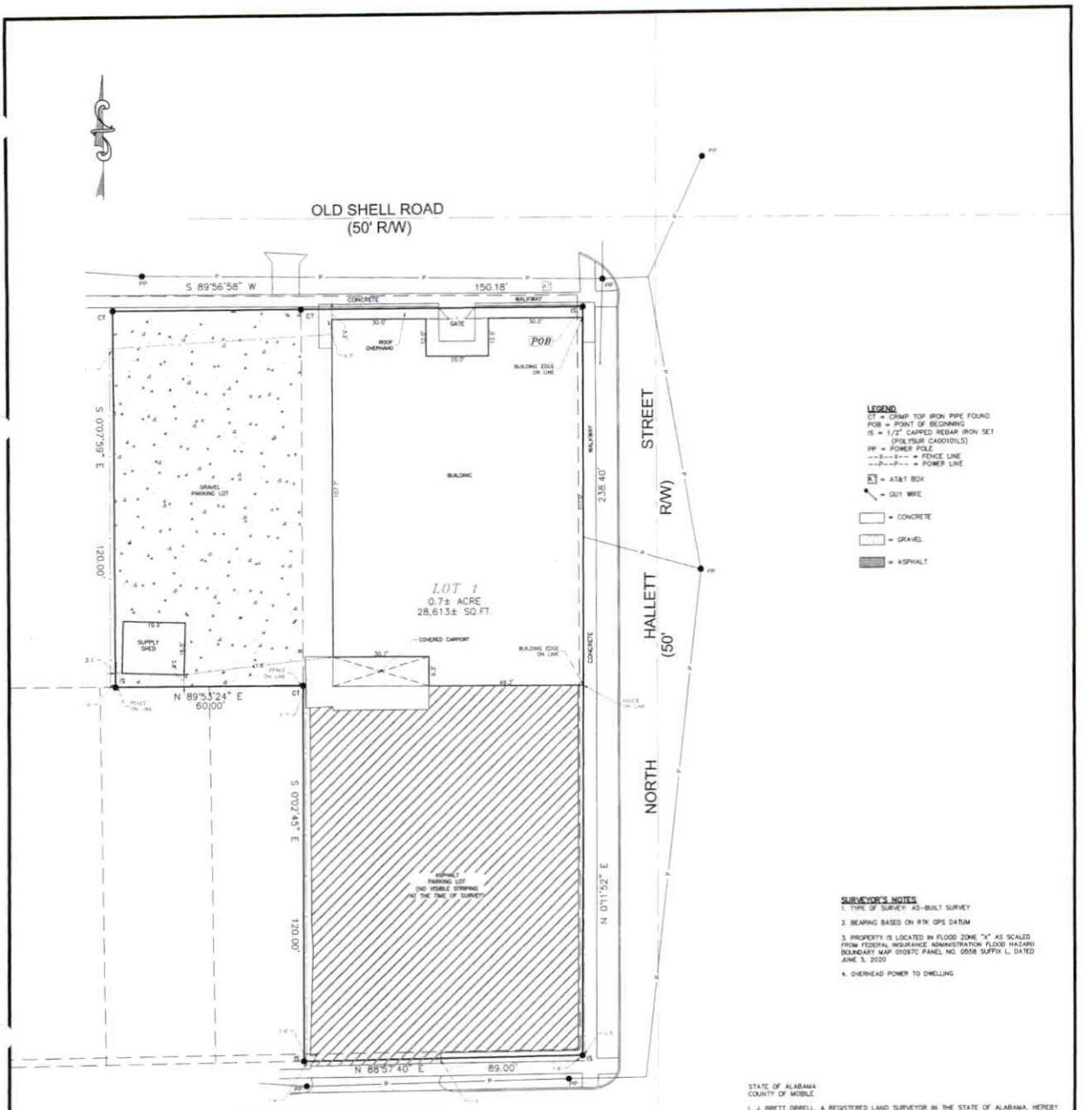
If you should have any questions or require any additional information, please advise.

Sincerely,

12-19-2022

Just Plain Arthur, LLC - owner

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
Bethel-eng.com



LEGEND
CT = CRIMP TOP IRON PIPE FOUND
POB = POINT OF BEGINNING
IS = 1/2" CAPPED REBAR IRON SET
(POLYSUR CA0010LS)
PP = POWER POLE
---x---x--- = FENCE LINE
---P---P--- = POWER LINE
AT = AT&T BOX
= GUY WIRE
= CONCRETE
= GRAVEL
= ASPHALT

SURVEYOR'S NOTES
1. TYPE OF SURVEY: AS-BUILT SURVEY
2. BEARING BASED ON RTK GPS DATUM
3. PROPERTY IS LOCATED IN FLOOD ZONE "X" AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 01097C PANEL NO. 0558 SUFFIX L, DATED JUNE 3, 2020
4. OVERHEAD POWER TO DWELLING

STATE OF ALABAMA
COUNTY OF MOBILE

I, J. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF;

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7± ACRES.

I FURTHER STATE THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME, THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN, THERE ARE NO RIGHTS OF WAY EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN, THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS AND GUY WIRES ON OR OVER SAID PREMISES, EXCEPT AS SHOWN; THIS DRAWING ALSO DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE; AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL.

ACCORDING TO MY SURVEY THIS THE 19TH DAY OF DECEMBER, 2022.

J. BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31836-S

J. Brett Orrell
Digitally signed by J. Brett Orrell
Date: 2022.12.19 13:24:04 -06'00'

ALABAMA REGISTERED NO. 31836-S PROFESSIONAL LAND SURVEYOR J. BRETT ORRELL

POLY SURVEYING
CORPORATE OFFICE: MOBILE COUNTY, 6568 JACKSON RD, MOBILE, AL 36618, P: (251) 666-2010
FIELD DIVISIONS: BALDWIN COUNTY P: (251) 929-2865; FLORIDA P: (850) 780-3048; MISSISSIPPI P: (228) 215-8748
E-Mail: MAIL@Polysurveying.Com Internet: www.Polysurveying.Com

BAGBY ELEVATORS SUBDIVISION
OLD SHELL ROAD
AS-BUILT SURVEY
SHEET NO. 1 OF 1
DRAWN BY: JCS | SURVEY DATE: 12-19-2022 | SCALE: 1"=20' | 18"x24" PRINT
CHECKED BY: JBO | FIELD DATE: 12-14-2022 | FILE NAME: 2212-0025 IS-(24)

ZON-002840-2022

R022906400009126.000
LOGAN WANDA C
29929 SAINT HELEN ST
DAPHNE AL 36526

R022906400009127.000
LOGAN WANDA
C
1106 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009129.000
MYERS SAMUEL
ALLAN
PO BOX 40711
MOBILE AL 36640

R022906400009130.01
THOMAS GROUP LLC
401K
1152 NEW FRANCIS STREET
MOBILE AL 36604

R022906400009160.000
CALDWELL
EUGENE
758 S BROAD ST
MOBILE AL 36603

R022906400009161.000
K & J ENTERPRISES #1
LLC
6366 MUIR WOODS DR S
MOBILE AL 36693

R022906400009163.000
MOORE CHRISSI
D
113 GARNETT AVE
MOBILE AL 36604

R022906400009164.000
JOINER COREY
S
5230 DOGWOOD DR
EIGHT MILE AL 36613

R022906400009165.000
JUST PLAIN ARTHUR
LLC
P O BOX 320919
BIRMINGHAM AL 35232

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009050.000
OSMON RANDALL R & JAN OSMON
1820 CLEARMONT ST
MOBILE AL 36606

R022906400009052.000
PEACOCK GEOFFREY W & LISA N PEACOCK
1116 OLD SHELL RD
MOBILE AL 36604

R022906400009053.000
CAMP WESLEY VAN & CHRISTOPHER DEW
1058 OLD SHELL RD
MOBILE AL 36604

R022906400009085.000
STIMPSON PROPERTIES
LLC
7 N BROAD ST STE C
MOBILE AL 36602

R022906400009088.000
LINDE & HENRY PROPERTIES LLC
PO BOX 66124
MOBILE AL 36660

R022906400009090.000
WILLIAMS LESLIE C & BETSY F WILLIAMS
TRUSTEES
5060 RIVER LAKE DR
FAIRBURN GA 30213

R022906400009092.000
GATA LLC
2457 N. MOUNT ISLAND DRIVE
MOBILE AL 36606

R022906400009097.000
IVY JAMES E
JR
7020 COLONNADES DR N
MOBILE AL 36695

R022906400009125.000
JUST PLAIN ARTHUR, LLC
P O BOX 320919
BIRMINGHAM AL 35232

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009167.001
MAKI MARK & CHRISTY L
FLINT
1112 DAUPHIN ST
MOBILE AL 36604

R022906400009169.000
HUNTER PROPERTIES LLC, A C/O R J
PERLOFF
75 SAINT MICHAEL ST
MOBILE AL 36602

R022906400009188.000
BLACK KIMBERLY
MARIE
5 N PINE ST
MOBILE AL 36604

R022906400009190.000
MONDAY NIGHTERS SPORTS CLUB INC
THE C/O MYRON COLLINS
SR
1052 DAUPHIN ST
MOBILE AL 36603

R022906400009191.000
L J ALLEN INC, A
CORPORATION
5700 REGENCY CT N
MOBILE AL 36609

R022906400009194.000
SMITH JUANITA & GWENDOLYN T
DALE
1053 NEW ST FRANCIS ST
MOBILE AL 36604

R022906400009197.000
W & L PROPERTIES
LLC
2860 SPRING HILL AVE
MOBILE AL 36607

R022906400009199.000
QUINNELLY JEFFREY
E
PO BOX 81449
MOBILE AL 36689

R022906400009200.000
QUINNELLY JEFFREY
E
PO BOX 81449
MOBILE AL 36689

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009200.01
NOBLES RENTALS LLC C/O J THERESA NOBLES
6902 PROVIDENCE ESTATE DR S
MOBILE AL 36695

R022906400009200.02
BAYTOWN PROPERTY SOLUTIONS LLC
4 CRENSHAW ST
MOBILE AL 36606

R022906400009202.000
NOBLES RENTALS LLC C/O J THERESA NOBLES
6902 PROVIDENCE ESTATE DR S
MOBILE AL 36695

R022906400009056.000
PHILLIPS ARTHUR CHARLES
1653 PRINCESS HELEN RD W
MOBILE AL 36618

R022906400009051.000
MATTHEWS YVONNE REED
PO BOX 40042
MOBILE AL 36640

R022906400009054.000
SALTER EDWARD V & SUSAN J SALTER
106 HALLETT ST N
MOBILE AL 36604

R022906400009055.000
TATER JENNIFER GILES
3500 DUNCAN BRIDGE DR
BUFORD GA 30519

R022906400009086.000
CHAVEZ JOSE A
10602A HAMILTON FARM RD
GRAND BAY AL 36541

R022906400009087.000
BOWEN CHRIS & JOHN STIMPSON C/O STIMPSON PROPERTIES LLC
7 N BROAD ST STE D
MOBILE AL 36602

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009089.000
WILLIAMS LESLIE & BETSY WILLIAMS TRUSTEES
5060 RIVER LAKE DR
FAIRBURN GA 30213

R022906400009091.000
WILLIAMS CYNTHIA R
540 FAWN CLEN CT
ROSWELL GA 30075

R022906400009093.000
ZEGERS ZOE JOSEPHINE
101 HALLETT STR N
MOBILE AL 36604

R022906400009094.000
PEARIGEN CAROLYN
1104 OLD SHELL RD
MOBILE AL 36604

R022906400009095.000
GEE CATHERINE M
1108 OLD SHELL RD
MOBILE AL 36604

R022906400009096.000
DEHART MATTHEW W
1112 OLD SHELL RD
MOBILE AL 36604

R022906400009098.000
PEACOCK GEOFFREY W & LISA N PEACOCK
1116 OLD SHELL RD
MOBILE AL 36604

R022906400009128.000
BALTATESCU IONUT S
1108 NEW SAINT FRANCIS STR
MOBILE AL 36604

R022906400009130.000
DALLOSTA DEBORAH K
1150 NEW ST FRANCIS ST
MOBILE AL 36604

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009131.000
THORNTON MARK JAY & LOREE BETH THORNTON
1154 NEW ST FRANCIS ST
MOBILE AL 36604

R022906400009162.000
RAFAEL JOSEPH H & EMILY MCCROCKLIN
1113 OLD SHELL RD
MOBILE AL 36604

R022906400009166.000
ATCHISON PROPERTIES INC
921 DAUPHIN ST
MOBILE AL 36604

R022906400009166.001
MOTION AND GRAPHIC IMAGE CORPORATION L L C
25 MCPHILLIPS AVE
MOBILE AL 36604

R022906400009167.000
MAKI MARK & CHRISTY L FLINT
1112 DAUPHIN ST
MOBILE AL 36604

R022906400009187.000
WHITE SHALONDA R & JUANITA OWENS
7 NORTH PINE
MOBILE AL 36604

R022906400009191.001
TAYLOR PATRICIA R
1057 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009191.002
ATCHISON PROPERTIES INC
921 DAUPHIN ST
MOBILE AL 36604

R022906400009192.000
NEESE PURCHASE LLC
7 N BROAD ST UNIT D
MOBILE AL 36602

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009193.000
MCELROY JAMES THEODORE & PEYTON
CRAIG
MCELROY
1055 NEW ST FRANCIS ST
MOBILE AL 36604
R022906400009195.000
DAVIS MARIE M
1051 OLD SHELL RD
MOBILE AL 36604

R022906400009195.01
POGGI FRANCIS ANTHONY JR
106 HOUSTON ST
MOBILE AL 36606

R022906400009196.000
MYERS LEROY DUANE & LEO M REED
1052 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009198.000
GRAY DAVID M & MELODY BAKER GRAY
1056 NEW SAINT FRANCIS ST
MOBILE AL 36604

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL 36606

SUBDIVISION &
ZONING AMENDMENT STAFF REPORT Date: January 19, 2023

APPLICANT NAME Bethel Engineering (Vincent LaCoste, Agent)

SUBDIVISION NAME Bagby Elevators Subdivision

LOCATION 1101 and 1107 Old Shell Road
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

CITY COUNCIL DISTRICT Council District 2

PRESENT ZONING R-1, Single-Family Residential District, and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acre

CONTEMPLATED USE Subdivision Approval to create one legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS **Subdivision:** FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide reference, on the map and the description, to a monumented corner. An iron set at the street ROW intersection is not an acceptable corner.
C. Provide information on the surrounding properties (i.e. owner name)

D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #76) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 22,000 sf.

E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.

G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the

County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS - Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT Immediately.

REMARKS The applicant is requesting Subdivision Approval to create one legal lot of record from two existing metes-and-bounds parcels, and Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The site has been given a Traditional Corridor (TC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The applicant proposes to create one legal lot of record from two existing metes-and-bounds parcels. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Old Shell Road, North Hallett Street and New St. Francis Street, all of which are minor streets with curb and gutter and compliant 50-foot rights-of-way; therefore, no frontage dedication would be required. The right-of-way width of all streets should be retained on the Final Plat, if approved. As stated in Section V.D.6. of the Subdivision Regulations, a 25-foot radius curve should be dedicated at the intersection of North Hallett Street and New St. Francis Street; however, as the existing building on the site appears to be built-out to the North Hallett Street and Old Shell Road rights-of-way, corner radius dedication at the intersection of those two streets would be impracticable. The plat should be revised to label the lot with its size in both square feet and acres, after any required dedication, or a table should be furnished on the Final Plat providing the same information.

No minimum building setback lines are indicated on the preliminary plat. While the Zoning Ordinance and Subdivision Regulations currently in effect would require the provision of a 25-foot minimum building setback line along the street frontages, the proposed Subdivision Regulations will require a setback that is compliant with the underlying zoning. Therefore, it is recommended that Section V. D. 6 of the current Subdivision Regulations be waived and a note

should be placed on the Final Plat stating that the minimum front yard setback shall comply with the underlying zoning. requirements.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

As the site is currently split-zoned, the associated Rezoning process should be completed prior to signing the Final Plat.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North (across Old Shell Road), by R-1 properties. The entire site abuts R-1 properties to the West, and a portion of the site abuts R-1 properties to the South. To the South (across New St. Francis Street) and East (across North Hallett Street) are B-2 properties.

The applicant states the following to address the rationale for the zoning request:

> *Please find attached our application for re-zoning of the above referenced address. The site is currently zoned B-2 and R-1. We are requesting the R-1 portion of the site to be changed to B-2 to comply with the use and zoning of the remainder of the property.*

As the site is proposed to be made a single lot of record via the Subdivision process, the subdivision makes reclassification of the land into one classification necessary and desirable.

The site plan submitted depicts the existing structure and parking areas. The parking area on the South side of the site is depicted as being paved with compliant asphalt paving. However, the parking area on the West side of the site is depicted as being paved in noncompliant gravel. Therefore, the Rezoning should be subject to the paving of the West parking area in asphalt, concrete, or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment.

RECOMMENDATION

Subdivision: Based upon the preceding, with a waiver of Section V.D.6. of the Subdivision Regulations, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the right-of-way widths of all streets on the Final Plat;
2) dedication of a 25-foot radius curve at the intersection of North Hallett Street and New St. Francis Street;
3) revision of the plat to label the lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the Final Plat providing the same information;
4) placement of a note on the Final Plat stating that the minimum front yard setback shall comply with the underlying zoning. requirements;
5) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide reference, on the map and the description, to a monumented corner. An iron set at the street ROW intersection is not an acceptable corner. C. Provide information on the surrounding properties (i.e. owner name). D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #76) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 22,000 sf. E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to*

AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);

7) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
8) compliance with Fire comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.);* and
9) completion of the Rezoning process prior to signing the Final Plat.

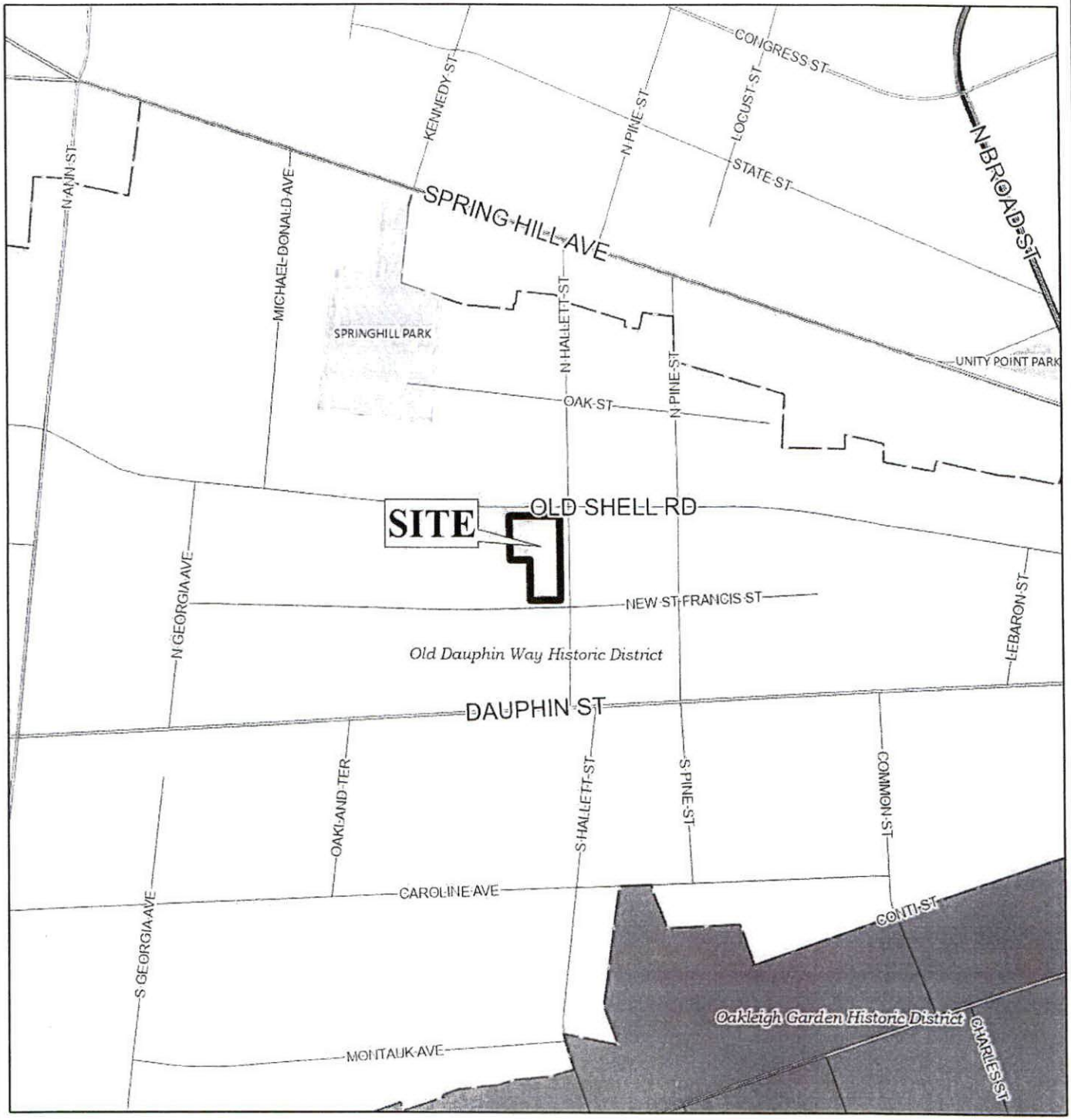
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

a. the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process;
2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and
3) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

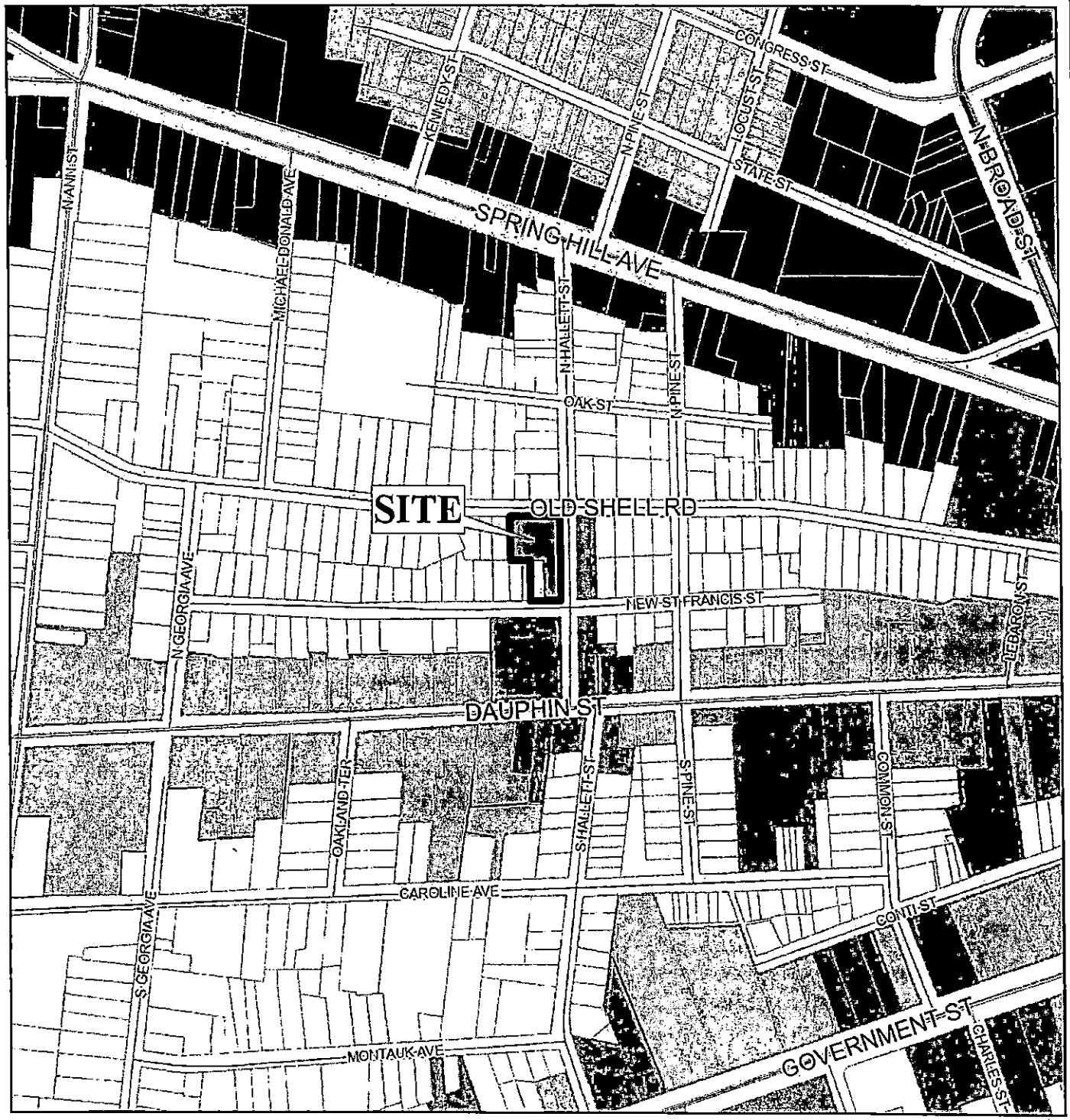
APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

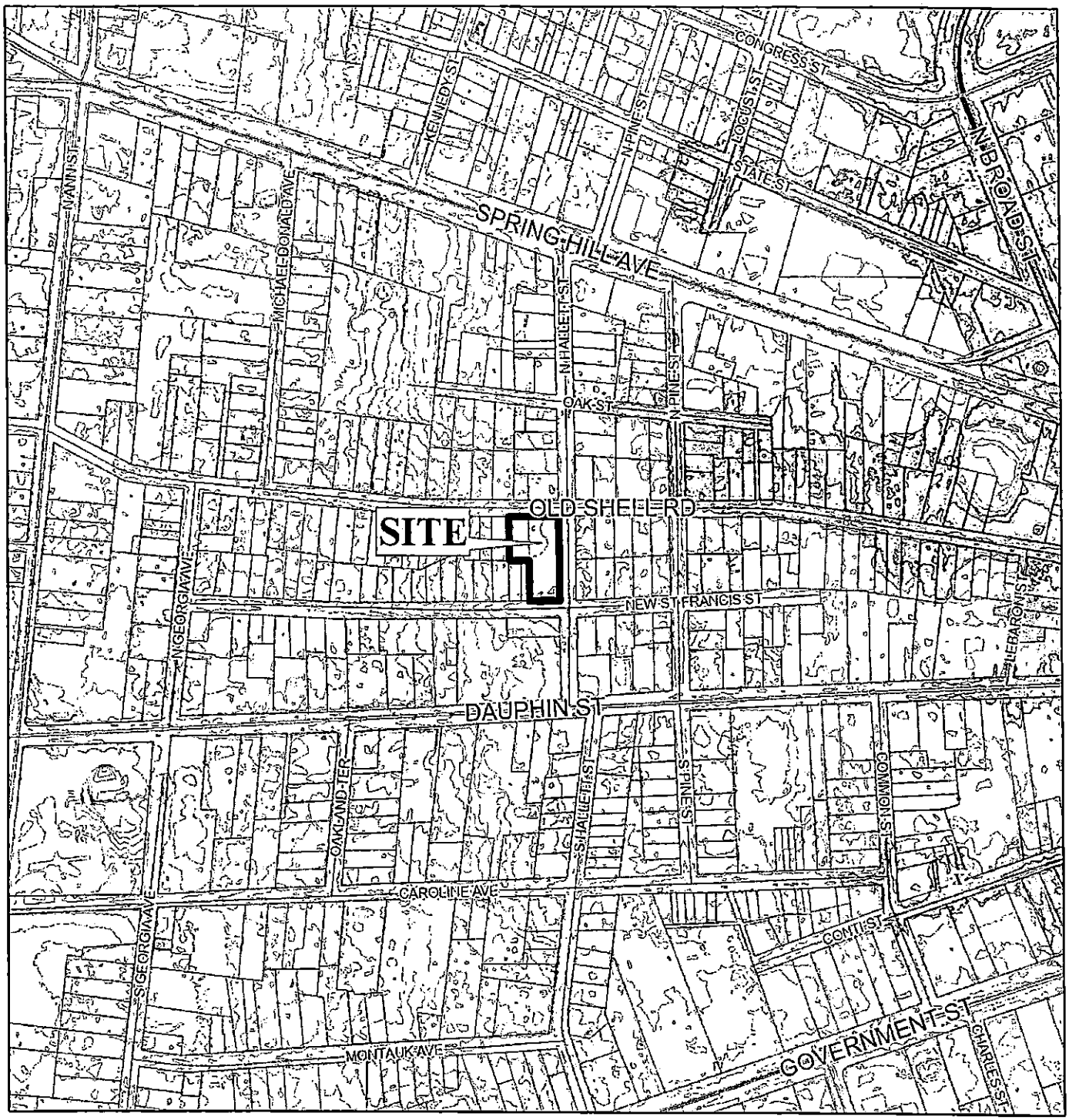
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

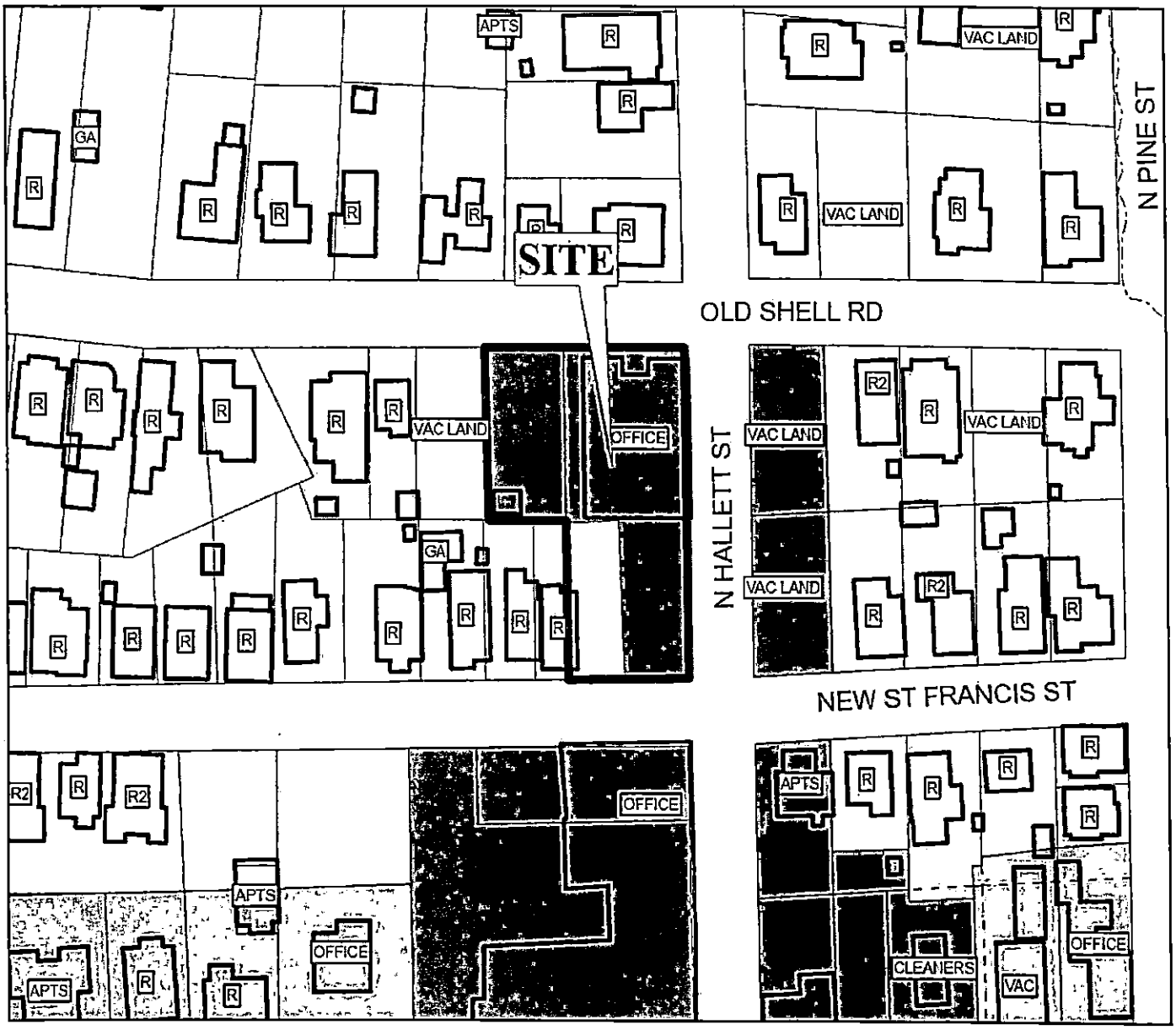
APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie south of the site.

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

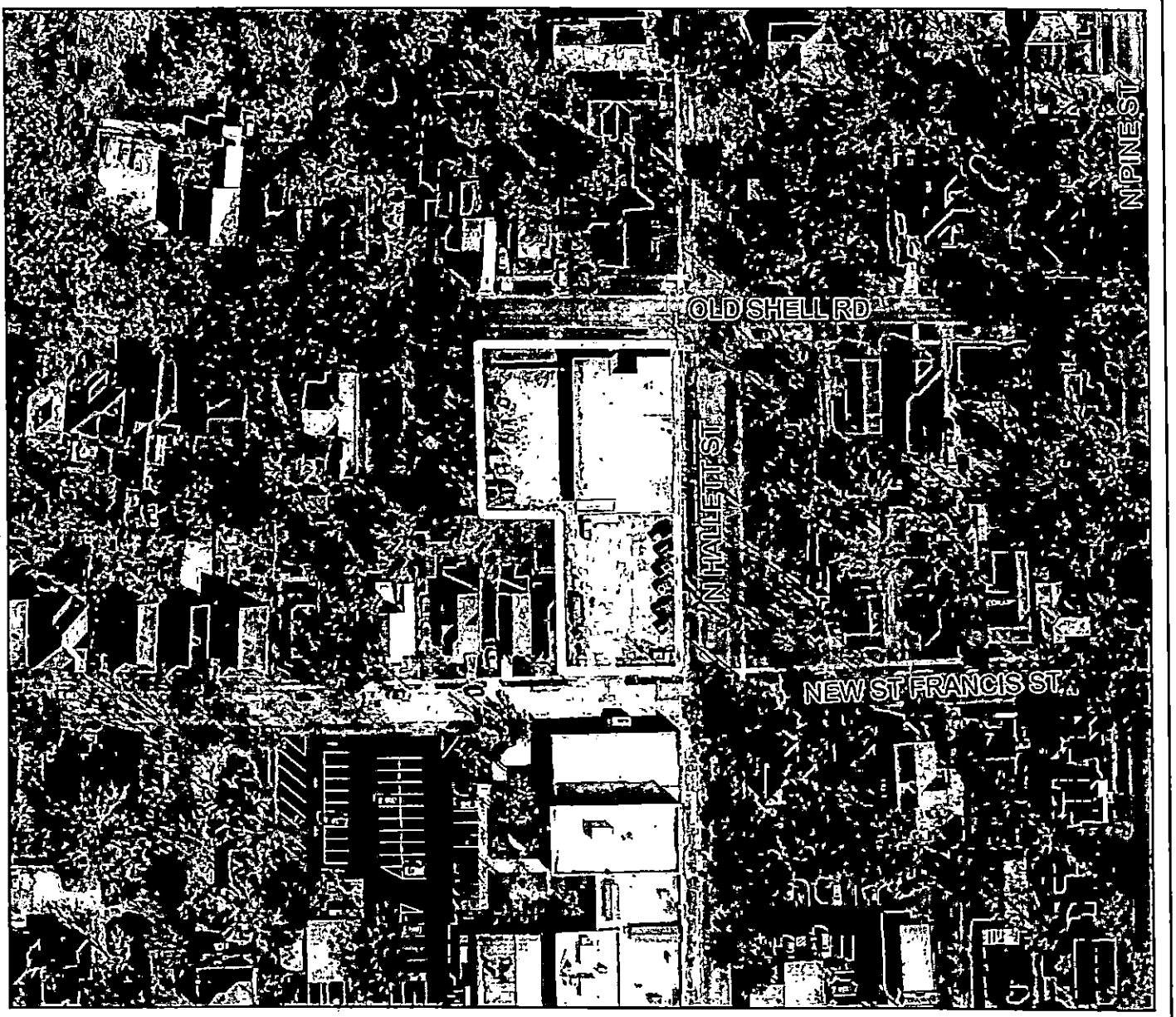
REQUEST Subdivision, Rezoning from R-1 to B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie south of the site.

APPLICATION NUMBER 4 DATE January 19, 2023

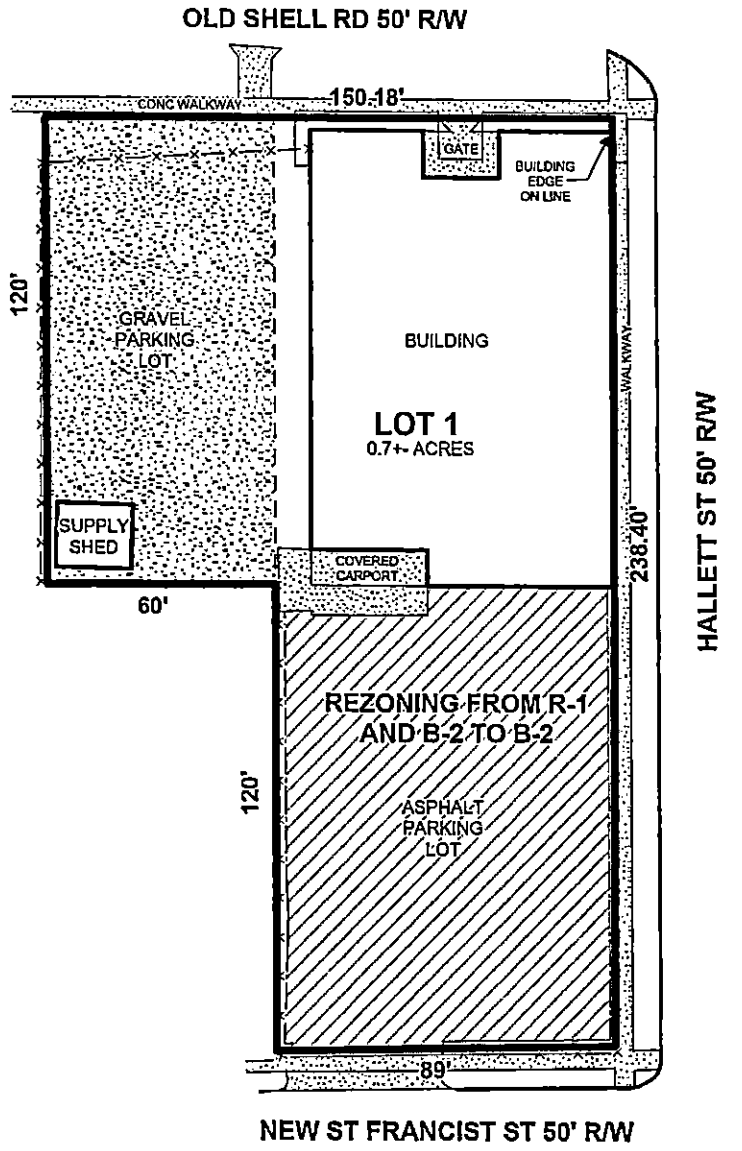
APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

SITE PLAN



The site plan illustrates the existing building, shed, parking lots, and fencing.

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Penn

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 2:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 2:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 2:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Reynolds

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 2:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:28 AM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Darlene Martin Date: 3/8/23

Address: 2411 Cross St.

Phone: (251)487-4182 Email: _____

Date to Address City Council: 3/14/23

Subject (must complete): Public Safety issues in her community.

Specific Questions: _____

Signature: by phone/ lpg

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
McMillian	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:29 AM

CITY CLERK DEPARTMENT
2023 MAR -7 PM 1:46

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Ryan McMillan Date: 3/7/23

Address: 109 S. Montery St

Phone: 251.753.9739 Email Ivanisme@icloud.com

Date to Address City Council: 3/14/23

Subject (must be completed): Abuse of Power

Specific Questions:

Signature: Taken by Phone. KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Mitchell	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/9/2023 - 11:30 AM

CITY CLERK DEPARTMENT

2023 MAR -7 PM 1:46

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Thomas Mitchell Date: 3/7/23

Address: 109 S. Monterey St

Phone: 251·753·9739 Email Ivanisme@icloud.com

Date to Address City Council: 3/14/23

Subject (must be completed): Abuse of Power

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Flowers	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 1:29 PM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Jim Flowers Date: 3/9/23

Address: 151 S. Ann St

Phone: # 644-9993 Email

Date to Address City Council: 3-14-23

Subject (must be completed): Annexation concerns in regards to current City infrastructure.

Specific Questions:

Signature: via phone T.L @11:45am

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Brown	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 2:00 PM

CITY CLERK DEPARTMENT

2023 MAR -9 PM 1:54

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Rev. Bobby Brown Date: 3/9/23

Address: 3651 Wenlock Ct. 36693

Phone: 251.554.3838 Email bobebrown1@yahoo.com

Date to Address City Council: 3/14/23

Subject (must be completed): Annexation

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 2:01 PM

Gauthier, Lana

From: RJHILL II.<rhills4tf@gmail.com>
Sent: Thursday, March 9, 2023 1:56 PM
To: Gauthier, Lana
Subject: 3/14/23 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! It has been a while. I hope this email finds you well. Please accept my formal request to be added to the upcoming Agenda. I will address the following:

* ARP Spending
* Civic Center
* Vehicle Inventory

Thank you for your attention to this matter and for the continued service of the City Clerk's Office. See you next week!

Kindest Regards,

Reggie

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P.O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 1:55 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1459 Montlimar Court
(east side of Montlimar Court, 477' ± north of Cottage Hill Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 31, 2023**, a public hearing will be held on the **7th day of March, 2023**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1459 Montlimar Court (east side of Montlimar Court, 477' ± north of Cottage Hill Road) from B-2, Neighborhood Business District, and B-3, ommunity Business District, to B-3, Community Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THE SOUTHWESTERLY PORTION OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS PER PLAT THEREOF RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.80' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-06" WEST ALONG SAID EAST LINE A DISTANCE OF 150.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1,

ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of March, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 2nd day of February, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1459 Montlimar Court** (East side of Montlimar Court, 477'± North of Cottage Hill Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

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BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.80' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-06" WEST ALONG SAID EAST LINE A DISTANCE OF 150.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1, ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District,**

and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
1459 Montlimar Court
East side of Montlimar Court, 477'± North of Cottage Hill Road
Council District 5
Joel Daves

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 26, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 5, 2023 considered the request of **Carol Joann Harder Trust (Carol Lloyd Harder, Agent)** for a change in zoning from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District** for the property located at **1459 Montlimar Court** (East side of Montlimar Court, 477'± North of Cottage Hill Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 9, 2023

Mark Wattier
Wattier Surveying
4321 Downtowner Loop North
Unit 201
Mobile, Alabama 36609

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on January 5, 2023, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **there is a manifest error in the Ordinance; and**
b) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The approval should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $331.80. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 

Margaret Pappas
Deputy Director of Planning and Zoning

HEATHER HAND
2040 BRADSHIRE DR.
MOBILE, AL 36695

1061
61-118/620
1261

1/20/23
Date

Pay to the Order of City of Mobile $ 331 80/100

Three hundred thirty three dollars & 80/100 Dollars

Photo Safe Deposit® Details on back

BBVA Compass Compass Bank Birmingham, AL

For 1459 Montlimar Ct SUB 002318-2022 CARDI Harder TRUST Heather Hand

⑆062001186⑆ 674257162711⑈ 1061

Harland Clarke

MOBILE CITY PLANNING COMMISSION
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 2023, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, January 4, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 2023, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from, B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, January 4, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

'22DEC7 2:34PM

City of Mobile · Planning & Zoning

Planning Commission Application

ZON-003318-2022

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Name _____ Email _____

Full Address (Street, City, State, Zip) _____ Phone _____

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Carol Joann Harder Trust

Name _____ Name (other owners, optional) _____

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

1459 Montlimar Court; Mobile, AL 36609 — Property Address

R02-28-07-36-1-000-003.01 — Parcel Number

0.41 acre — Property Area (acres or square feet)

B-2 & B-3 — Present Zoning

B-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Carol Lloyd Harder — Applicant Signature

Dec 2, '22 — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Carol Lloyd Harder — Applicant Signature

Dec 2, '22 — Date

ZON-002318-2022

Application Submission
Contact Information

Name of Project Harder Subdivision

Address 1459 Monlimar Court; Mobile, AL 36609

Owner Carol Joanne Harder Trust dated July 27, 2001

Address 2040 Bradshire Drive; Mobile, AL Zip Code 36695

Phone 707-508-6230 Fax _____ Email heatherlloydhand@gmail.com

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Wattier Surveying, Inc.

Address 4318 Downtowner Loop North; Suite H; Mobile, AL Zip Code 36609

Phone 251-342-2640 Fax _____ Email mark@wattiersurveying.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

_____

Signature Print

_____ _____

Date Affiliation to project/Organization

ZON-002318-2022

Narrative to Accompany Zoning Change Request
1459 Montlimar Court

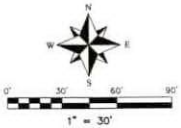
The subject property is located on the north side of Montlimar Court, a short distance from the intersection of Montlimar Drive and Cottage Hill Road.

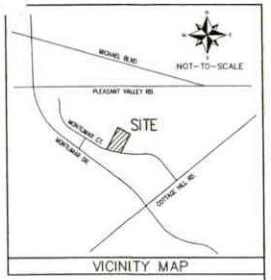
Parcel No. R02-28-07-36-1-000-003.01
The southwest portion of Lot 1, Montlimar Commercial Subdivision, MB 18, PG 113

This application is being submitted to correct the current split zoning. The western 2/3 of the property is currently zoned B-3 while the eastern 1/3 is zoned B-2. There is no proposed change of use or change of improvements.

LDN-004619-2024







VICINITY MAP

LEGEND

(R)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
CRF	CAPPED REBAR FOUND (BSI)
CTF	CRIMP TOP PIPE FOUND
CMF	3"x3" CONCRETE MONUMENT FOUND
CRS	CAPPED REBAR SET
MBS	MINIMUM BUILDING SETBACK LINE
UP	UTILITY POLE W/ANCHOR
LP	LIGHT POLE
W	WATER METER
C	COMMUNICATION PEDESTAL
S	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEAN OUT
	HVAC UNIT
OHU	OVERHEAD UTILITIES LINE
OHE	OVERHEAD ELECTRIC LINE
OHC	OVERHEAD COMMUNICATION LINE
	CHAIN LINK FENCE

ACCEPTANCE OF OWNER

CAROL JOANNE HARDER TRUST DATED JULY 27, 2001

CAROL JOANNE HARDER – TRUSTEE

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT CAROL JOANNE HARDER, WHOSE NAME AS TRUSTEE OF THE CAROL JOANNE HARDER TRUST, THE OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, SHE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

APPROVALS

MOBILE CITY PLANNING COMMISSION

SECRETARY DATE

MOBILE CITY ENGINEERING DEPARTMENT

CITY ENGINEER DATE

MOBILE CITY TRAFFIC ENGINEERING DEPARTMENT

TRAFFIC ENGINEER DATE

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

THE SOUTHWESTERLY PORTION OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS PER PLAT THEREOF RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.86' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-08" WEST ALONG SAID EAST LINE A DISTANCE OF 150.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1, ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1 (R)	-----	451.08'	79.26'	S69°42'30"E	79.16'
C1 (A)	10°04'18"	451.08'	79.29'	S68°34'11"E	79.19'
C2 (R)	-----	451.08'	110.00'	-----	-----
C2 (A)	13°58'42"	451.08'	110.05'	N78°35'40"W	109.78'
C3 (R)	-----	451.08'	7.56'	-----	-----
C3 (A)	0°59'02"	451.08'	7.75'	S86°04'33"E	7.75'

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0542 L, DATED 06/05/20, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
2. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
3. DISTANCES SHOWN HEREON ARE STATE PLANE COORDINATE GRID DISTANCES. DIVIDE GRID DISTANCE BY SCALE FACTOR OF 0.99997847 TO DETERMINE GROUND DISTANCE.
4. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODETIC NORTH IS -00° 19' 19" AT N 240612.655, E 1770016.550.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364

HARDER SUBDIVISION

SECTION 36, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA

DECEMBER 1, 2022

LDN-002316-2022

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4310 Dauphinwar Loop N., Suite H
Mobile, Alabama 36609
251-343-2640

LO. NO. 22-1104, COMP FILE 3878, DWG NO. 45-2W-36-04

HARDER, CAROL JOANNE, TRUSTEE
CAROL JOANNE HARDER TRUST
2040 BRADSHIRE DRIVE
MOBILE, AL 36695

UNITED RENTALS REALTY LLC
C/O FISCHER & CO-URI LEASE ADMIN
GALLERIA NORTH TOWER II
13727 NOEL ROAD, SUITE 900
DALLAS, TX 75240

MAY, WILLIAM
14761 RIVA ROAD
CODEN, AL 36523

BRAUN, KAEN G
1371 MONTLIMAR DRIVE
MOBILE, AL 36609

STATE OF ALABAMA
PO BOX 1588
MOBILE, AL 36601

MOBILE CITY OF
205 GOVERNMENT PLAZA
OFFICE OF CITY CLERK
MOBILE, AL 36644

JANSSEN MARK S
30 JAPONICA AVE
MOBILE, AL 36606

AIRCHILD RONALD R & JOAN F &
ROBERT DARRYL
3718 COTTAGE HILL RD
MOBILE, AL 36609

BONE DARLENE E
7725 A THREE NOTCH RD
MOBILE, AL 36619

REALITY CHURCH
PO BOX 160582
MOBILE, AL 36616

CARWIE PROPERTIES INC
4175 GOVERNMENT BLVD
MOBILE, AL 36693

NEWMAN'S MEDICAL SERVICE INC
3500 COTTAGE HILL RD
MOBILE, AL 36609

BAKER HELEN
29755 SAINT BASIL ST
DAPHNE, AL 36526

Total 13

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: January 5, 2023

NAME	Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
SUBDIVISION NAME	Harder Subdivision
LOCATION	1459 Montlimar Court (East side of Montlimar Court, 477'± North of Cottage Hill Road).
CITY COUNCIL DISTRICT	District 5
PRESENT ZONING	B-2, Neighborhood Community District and B-3, Community Business District
PROPOSED ZONING	B-3, Community Business District
AREA OF PROPERTY	1 Lot / 0.4± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from B-2, Neighborhood Community District and B-3, Community Business District, to B-3, Community Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale,

bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #79) LOT A will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT A – 12,500 sf.
C. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
D. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
E. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
F. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate

Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from B-2, Neighborhood Community District and B-3, Community Business District, to B-3, Community Business District.

The site has been given a Mixed Commercial Corridor (MCC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.
Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site was originally approved as part of Lot 1, Montlimar Commercial Park, which was approved by the Planning Commission in 1966, and recorded in Probate Court. Since that time, the rear half of Lot 1 has been developed in conjunction with Lot 2, to the East. In 1988, a rezoning application was approved to rezone property to the West of the subject site from B-2, Neighborhood Business District to B-3, Community Business District. The legal description associated with this rezoning included a portion of the subject site, thus resulting in a split-zoned property.

The site fronts Montlimar Court, a minor street with curb and gutter, and an existing compliant right-of-way of 60-feet, making no dedications necessary, if approved. The plat indicates the required 25-foot minimum building setback line along Montlimar Court, which should be retained, if approved.

The lot size is labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

Regarding access management, a note should be placed on the Final Plat stating the Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *The subject property is located on the north side of Montlimar Court, a short distance from the intersection of Montlimar Drive and Cottage Hill Road.*

Parcel No. R02-28-07-36-1-000-003.01
The southwest portion of Lot 1, Montlimar Commercial Subdivision, MB 18, PG 113

This application is being submitted to correct the current split zoning. The western 2/3 of the property is currently zoned B-3 while the eastern 1/3 is zoned B-2. There is no proposed change of use or change of improvements.

The property is bounded to the East by B-2, Neighborhood Business District; to the West by B-3, Community Business District; to the South, across Montlimar Court, by B-1, Buffer Business District and B-3; and to the North, across Montlimar Canal, by I-1, Light Industry District and B-3.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As the applicant states, the proposed one-lot Subdivision would result in a split-zoned lot, thus requiring the site to be rezoned. Furthermore, it seems that the 1988 rezoning ordinance contained an error, which resulted in this split-zoning. Therefore, approval of the rezoning request may be appropriate, and in keeping with the area.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the existing Montlimar Court right-of-way;
2) retention of the 25-foot minimum building setback line along Montlimar Court;
3) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
1) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #79) LOT A will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT A – 12,500 sf. C) Add a*

note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. D) Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. E) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. F) Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. G) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. H) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

4) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
5) compliance with the Urban Forestry comments*: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);
6) compliance with the Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and,
7) completion of the Rezoning process prior signing the Final Plat.

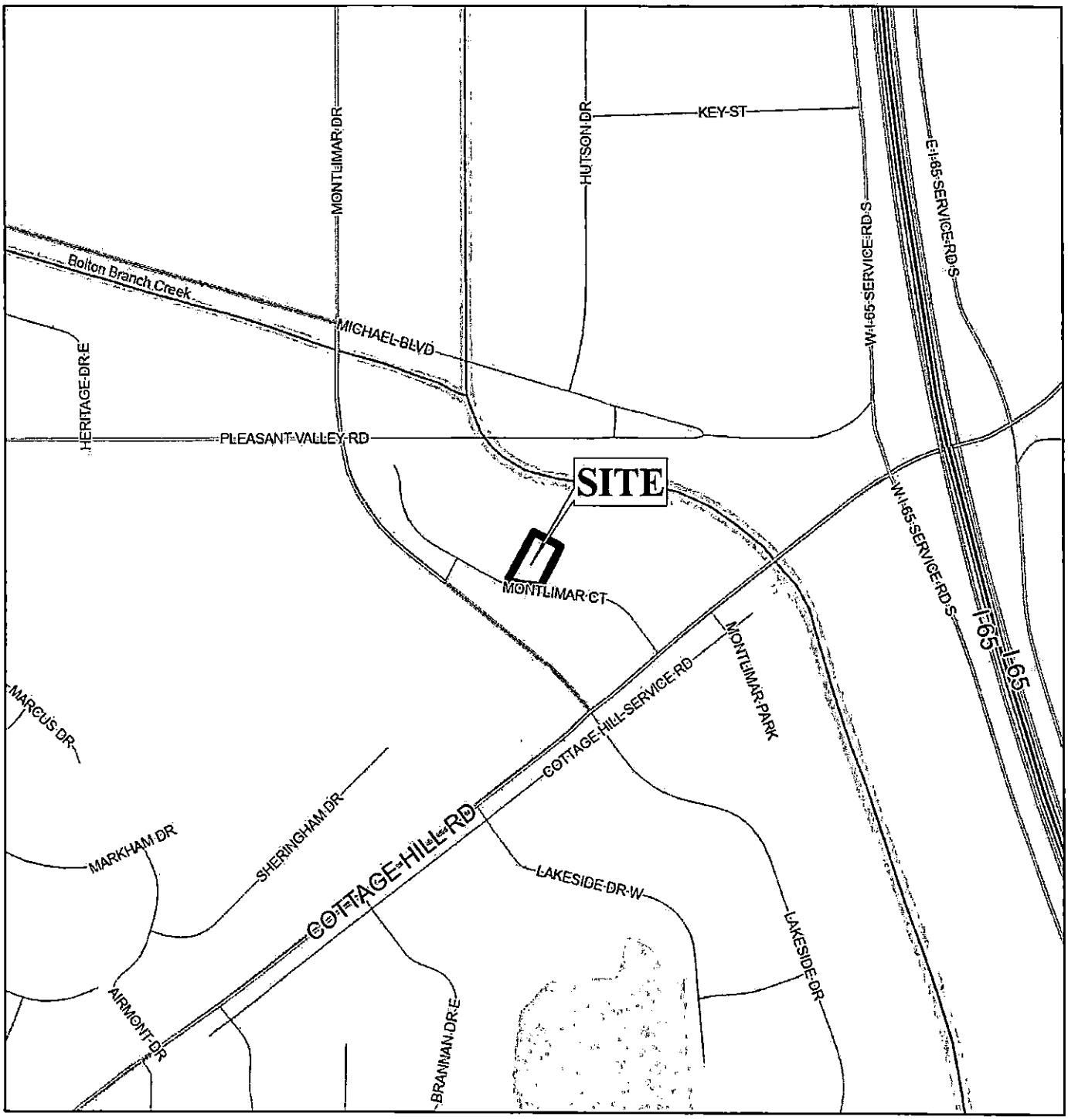
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) there is a manifest error in the Ordinance; and
b) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 3 DATE January 5, 2023

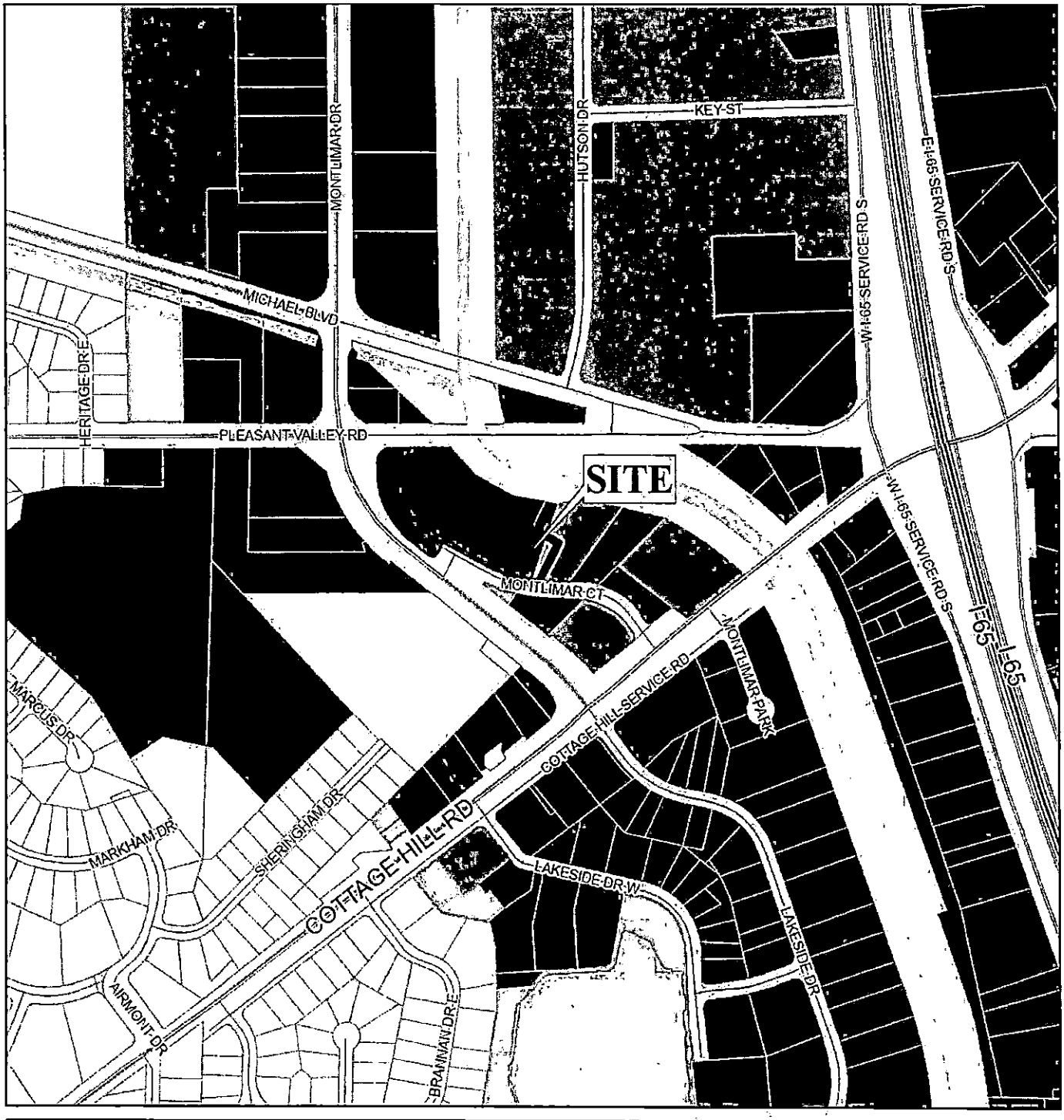
APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

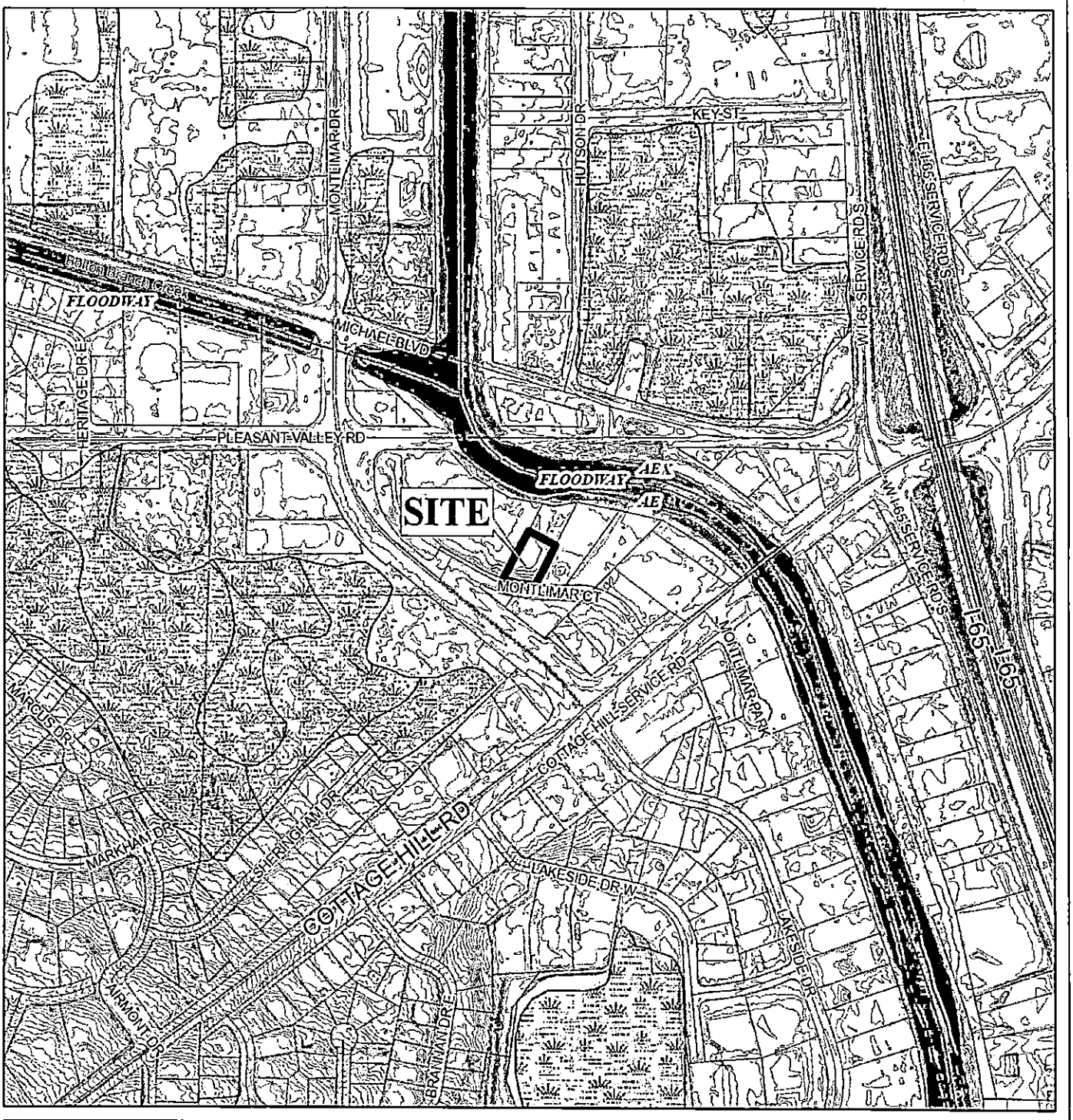
REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 3 DATE January 5, 2023

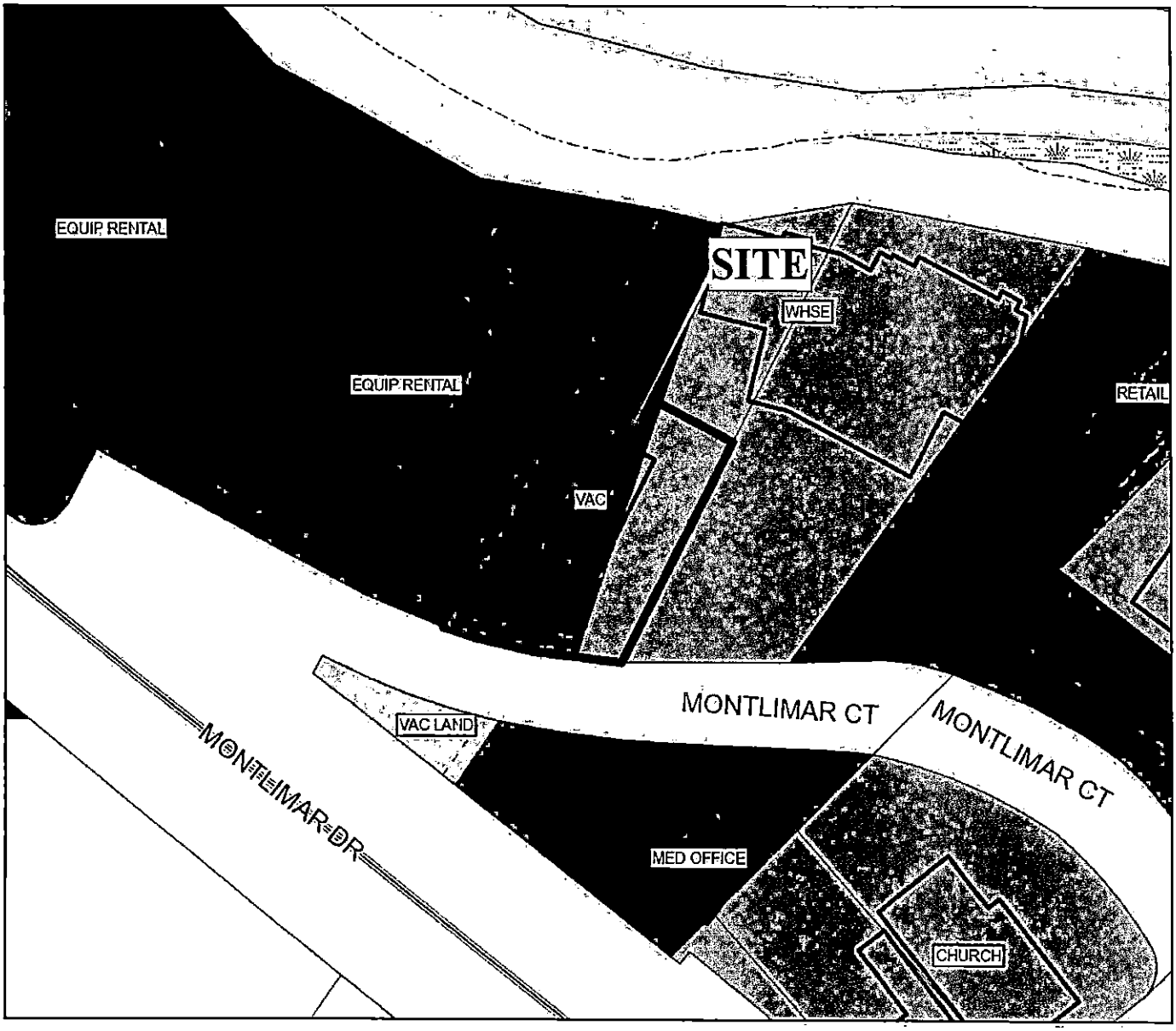
APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

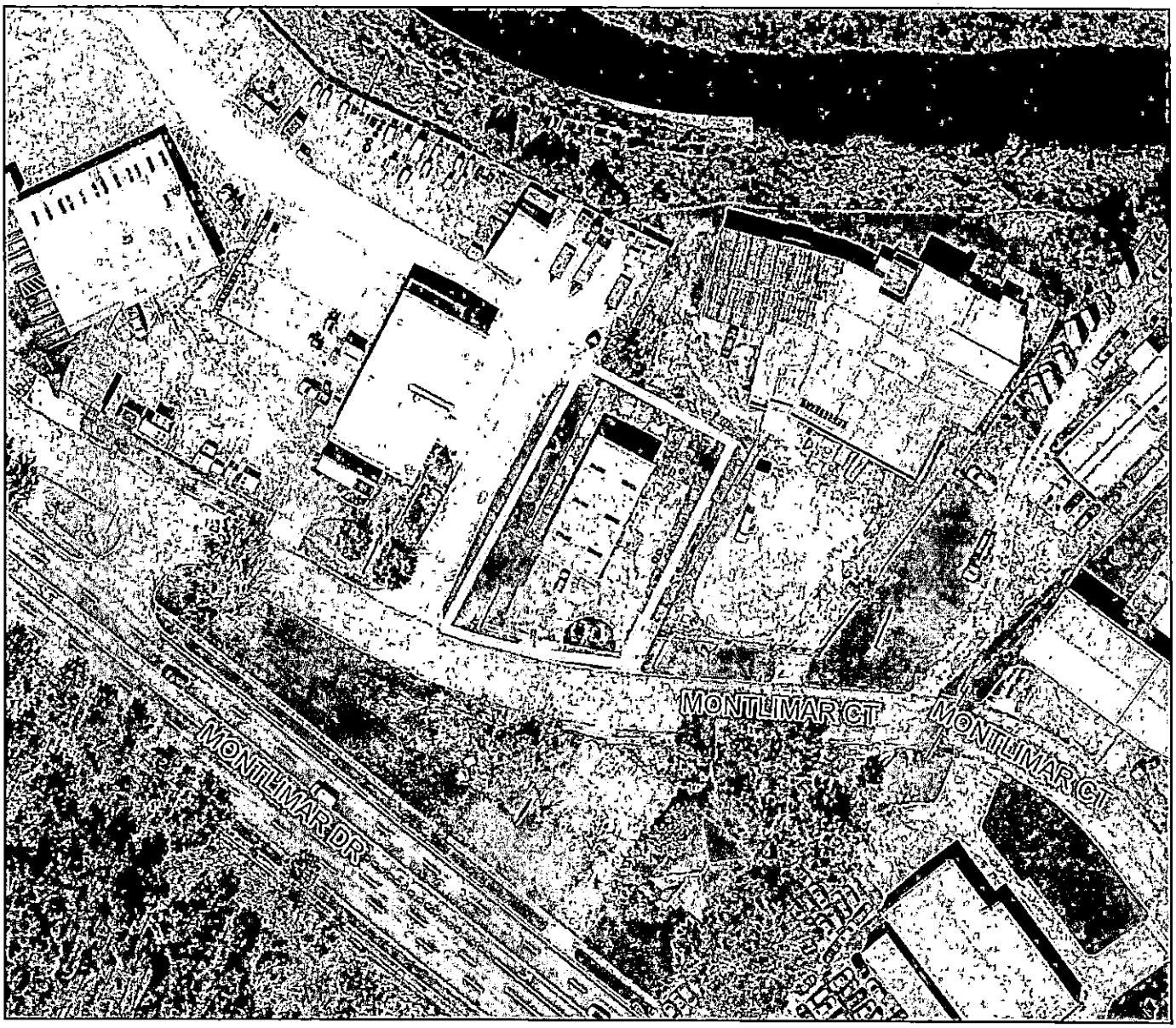
REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 3 DATE January 5, 2023

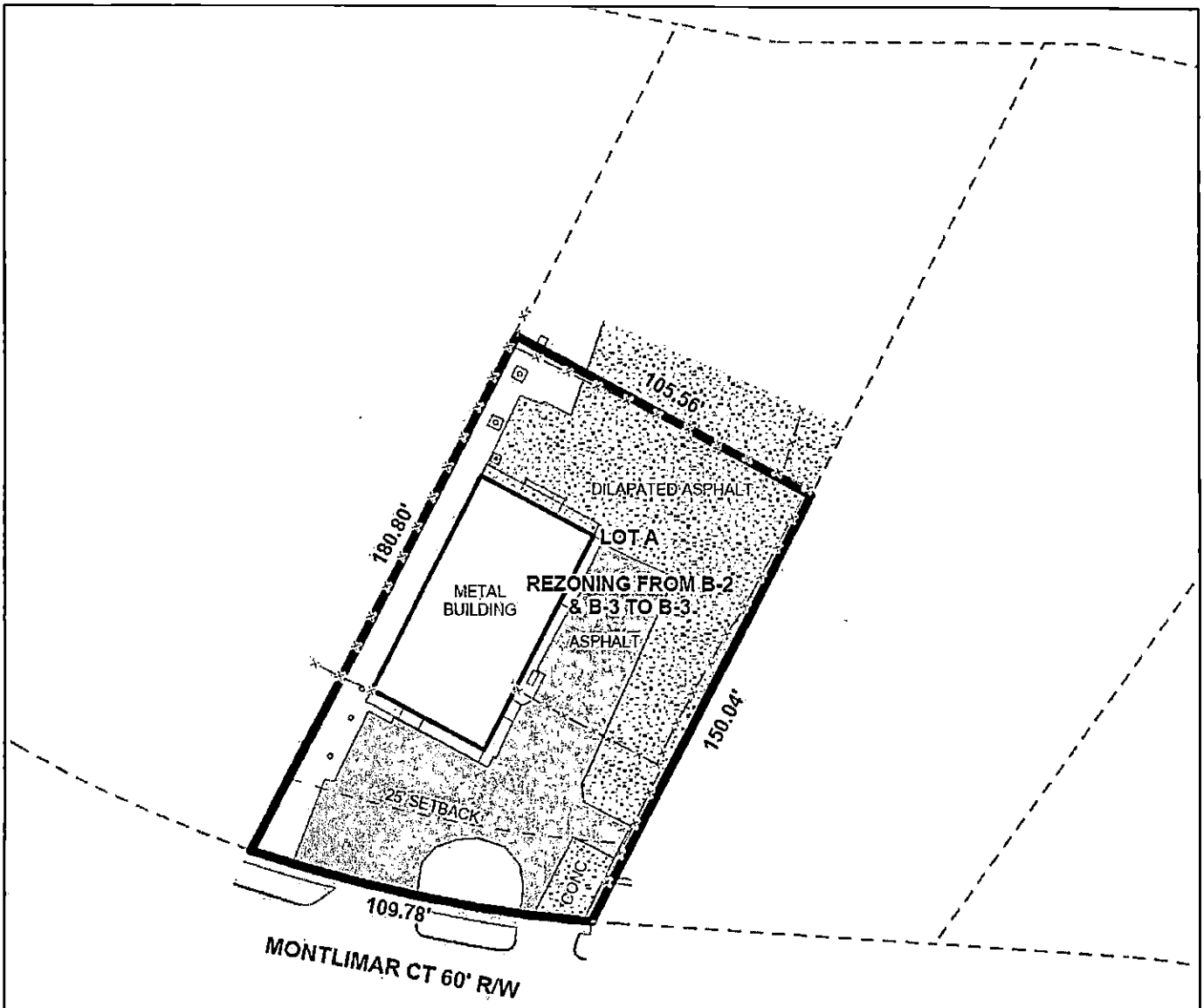
APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

SITE PLAN



The site plan illustrates the existing building, asphalt, and setback.

APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition.

Effective Date of Contract:

1/10/2023

Renewal Date of Contract:

1/10/2023

Funding Source

Project # 2411 Noble C Beasley Avenue - ME-140-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
2411 Nobile C Beasley Avenue	Cover Memo	1/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/4/2023 - 11:21 AM
City Clerk	Gauthier, Lana	Approved	1/5/2023 - 3:04 PM

MUNICIPAL ENFORCEMENT DIVISION
January 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 10, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2411 NOBLE C BEASLEY AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF EARNEST & MARY RICHARDSON, C/O MARIE D WILHOITE,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 013 536
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2411 Noble C Beasley Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2411 Noble C Beasley Avenue** described as:

LOT 15 LENNOX CT MBK 9 PG 302 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 536

Last Assessed to: Heir of Earnest & Mary Richardson, C/O Marie D Wilhoite

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2411 NOBLE C BEASLEY AVE

Property Details

PARCEL KEYX	**00668753**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	**2022-04-13**	COMMENTS	

Property Score

SCORE ~~42~~ 62

SCORE DISCRIPTION **Review Committee**

Notes

J.C

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-22-22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 11/16/2022

Property Address: 2411 Noble C Beasley Avenue **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heir of Earnest & Mary Richardson
C/O Marie D Wilhoite
2831 Olive Avenue
Schertz, Texas 78154-3719

November 16, 2022

RE: **2411 Noble C Beasley Avenue**
Project Number: ME-140-22

Dear Marie D Wilhoite:

On October 20, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2411 Noble C Beasley Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 15 LENNOX CT MBK 9 PG 302 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 536

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 31, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 31, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 31, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 31, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on January 10, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**




2022/12/29

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**




2022/12/29

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**




2022/12/29

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**






2022/12/29


2022/12/29


2022/12/29


2022/12/29

NUISANCE ABATEMENT **2411 NOBLE C BEASLEY AVENUE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: January 3, 2023

State of Alabama
County of Mobile

Subject Property – 2411 Noble C Beasley Avenue

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2411 Prichard Avenue Date: September 23, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 14, 2022

Per the Title Report, the owners are : Heirs of Earnest L. Richardson (DOD 5/6/1994) and Mary Ann Richardson (DOD 2016 per daughter)

NOTE: Could not locate Linda Bush Marshall (daughter) or Charlie Lee Bush (son). Ernest James Richard (son) (DOD 12/30/2006)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Margie D Bush 672 Stanton Rd Mobile AL 36617-2225	Heir (daughter) Phone number 251-510-4846
2	Marie D Wilhoite 2831 Olive Ave Schertz, TX 78154-3719	Heir (daughter) Phone number 210-437-4716
3	Edith Richardson 204 Cooper St San Antonio TX 8210-2308	Heir (daughter) Phone number 832-286-3783
4	Leila Gray 7230 Wurzbach Rd Apt 1306 San Antonio TX 78240-3883	Heir (daughter) Phone number 210-861-4875
5	John Richardson 251 Eisenhower Dr Apt 169 Biloxi MS 39531-3607	Heir (son) Phone number 228-229-4019

6	Gerald Richardson 204 Cooper St San Antonio TX 78210-2308	Heir (son) Phone number 937-829-2180
7	Harold Richardson 1 Haven for Hope Way San Antonio TX 78207-1108	Heir (son) Phone number 352-304-5246

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - William Carroll - District 2

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:
N/A

Effective Date of Contract:
1/10/2023

Renewal Date of Contract:
1/10/2023

Funding Source

Project # 404 Dunham Street - ME-182-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
404 Dunham Street	Cover Memo	1/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/4/2023 - 11:19 AM
City Clerk	Gauthier, Lana	Approved	1/5/2023 - 3:05 PM

MUNICIPAL ENFORCEMENT DIVISION
January 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 10, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **404 DUNHAM STREET** OWNED BY OR MAY HAVE AN INTEREST: **GET MAD LLC, C/O CHARLES KIRK,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 38 0 003 233
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **404 Dunham Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **404 Dunham Street** described as:

THAT LOT OF LAND BEING BDED BY A LINE DESC AS FOLL BEG AT PT ON W/S OF DUNHAM ST 80.5 FT SLY OF THE SW COR OF TEXAS & DUNHAM STS TH RUN SLY 39.5 FT TO PT 120 FT SLY TO TEXAS ST TH RUN WLY & PAR WITH TEXAS ST 110 FT TO PT TH RUN NLY & PAR WITH DUNHAM ST 39.5 FT TH RUN ELY 110 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 233

Last Assessed to: GET MAD LLC, C/O CHARLES KIRK

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

City of Mobile
Blight Survey 2020

Report Date: Wednesday, June 3, 2020

Property Address

404 DUNHAM ST

Property Details

PARCEL KEYX	00949077	LOCAL HISTORIC REGISTRY	Oakleigh Garden
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE	SOUTH OAKLEIGH TEXAS HILL	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N/Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	N
SURVEY DATE	2020-02-07	COMMENTS	

Property Score

SCORE 36 50

SCORE DISCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE 10/12/2020

4-1 SECURE

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 11/16/2022

Property Address: 404 Dunham Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [ ] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [ ] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Get Mad LLC
105 Buena Vista Circle North
Daphne, Alabama 36526-7937

November 16, 2022

RE: **404 Dunham Street**
Project Number: ME-182-22

Dear Get Mad LLC:

On November 3, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 404 Dunham Street.

I. **PROPERTY** The legal description of the Property is as follows:

THAT LOT OF LAND BEING BDED BY A LINE DESC AS FOLL BEG AT PT ON W/S OF DUNHAM ST 80.5 FT SLY OF THE SW COR OF TEXAS & DUNHAM STS TH RUN SLY 39.5 FT TO PT 120 FT SLY TO TEXAS ST TH RUN WLY & PAR WITH TEXAS ST 110 FT TO PT TH RUN NLY & PAR WITH DUNHAM ST 39.5 FT TH RUN ELY 110 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 233

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☐ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **December 31, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **December 31, 2022,** provide the Code Official with a work plan to accomplish the repairs by **December 31, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **December 31, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on January 10, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**




2022/12/29

NUISANCE ABATEMENT **404 DUNHAM STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: January 3, 2023

State of Alabama
County of Mobile

Subject Property – 404 Dunham Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: **404 Dunham St.** Date: August 10, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 05/31/2022

Per the Title Report, the owner is: Get Mad, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Get Mad LLC Charles Kirk 6790 Tanya Terrace Reynoldsburg OH 43068	Fee simple owner Phone Number 614-806-9006 614-589-8343
2	Get Mad LLC 105 Buena Vista Cir N Daphne AL 36526-7937	Fee simple owner
3	Get Mad LLC 761 North Dr Thomas Ave Mobile AL 36610	Fee simple owner
4	Get Mad LLC 404 Dunham St Mobile AL 36604	Subject Address

TAX STATUS: CURRENT

Parties with recorded liens per Title Report: None.

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Eddie Lee Yelder, Sr. & Dorothy Yelder, recorded 11.16.20, inst. # 2020070038. Previous Owner

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Relya Gill Mallory
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

to reallocate $100,623.64 from Capital Project #C0048 Stormwater Misc Bridge Improvements in the Alabama Municipal Government Trust Fund (2010) to Capital Project Pinto Pass Bridge Replac-ALDOT Settlement. These funds will be used to pay the final settlement invoice from ALDOT.

Funding Source

Project # C0048 Stormwater-Misc Bridge **Discretionary Funds**

Project String 2010.2010 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Pinto Pass Bridge Replac-ALDOT Settlement	Cover Memo	2/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	2/16/2023 - 9:12 AM
Budget	Holt, Robert	Approved	2/16/2023 - 11:17 AM
Legal	Kern, Chris	Approved	2/16/2023 - 1:04 PM
			2/16/2023 - 1:04

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	2/16/2023 - 2:17 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $100,623.64 in Capital Project #C0048 Stormwater-Misc Bridge Improvements; Alabama Municipal Trust Fund (2010); be reallocated to Capital Project Pinto Pass Bridge-Settlement ALDOT. These funds will be used to pay the final settlement invoice received from Alabama Department of Transportation (ALDOT).

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Letter Agreement with ALDOT for the awarded ATRIP-II project to construction traffic signal upgrades at various intersections on US Highway 90, US Highway 98 and US Highway 45 within the city limits of Mobile. The award amount is $1,762,850.67.

Funding Source

Project # ATRIP-II Signal Upgrades on US-90, US-98 and US-45 (2022-2060-05)	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds 1,762,850.67	**Matching Funds** 0.00

ATTACHMENTS:

Description	Type	Upload Date
Letter Agreement	Backup Material	3/1/2023
Resolution	Backup Material	3/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	7/27/2022 - 5:06 PM
Legal	Kern, Chris	Rejected	2/27/2023 - 3:20 PM
Traffic Engineering	Bergin, Marybeth	Approved	3/1/2023 - 3:38 PM
Legal	Monteiro, Cherlina	Approved	3/2/2023 - 12:07 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 3:18 PM

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6206 FAX: (334) 353-6530
Internet: http://www.dot.state.al.us/ltweb

Kay Ivey
Governor

John R. Cooper
Transportation Director

July 26, 2022

The Honorable William S. Stimpson
Mayor, City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

Subject: Project No. ATRP2-49-2022-346
Letter Agreement for Traffic Signal Upgrades

Dear Mayor Stimpson:

Reference is made to the above Alabama Transportation Rehabilitation and Improvement Program-II (ATRIP-II) project, which was awarded to the City of Mobile for the FY 2022 ATRIP-II program.

Due to the fact that the City of Mobile has no current participation or funding commitment toward any phase of the project (preliminary engineering and design, right of way acquisition, or construction), it has been determined that a funding agreement is not required at this time. However, should the project cost overrun the awarded ATRIP-II amount of $1,762,850.67, the signatures below shall acknowledge the City of Mobile's responsibility, as the sponsoring local government agency, for such an overrun, pursuant to the ATRIP-II Procedural Guidelines that were provided with the ATRIP-II grant application. Additionally, a resolution from the City Council authorizing payment of any project cost overrun should be attached and returned with this letter agreement and maintained in the project file.

The sponsoring local government agency reserves the right to remove the anticipated project from the letting schedule after receiving a copy of the preliminary estimate. Following the receipt of bids and prior to the award of the Contract, the State will invoice the City of Mobile for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection. If the City of Mobile elects to not pay the invoiced amount, the bid will be rejected.

Sincerely,

_____
Bradley B. Lindsey., P.E.
State Local Transportation Engineer
Alabama Department of Transportation

(AFFIX SEAL)

By: _____
City Clerk (Signature)

By: _____
As Mayor

_____
Print Name of Clerk

_____
Print Name of Mayor

cc: Matthew Ericksen, P.E., Southwest Region Engineer
Project File

R E S O L U T I O N

Sponsored by: Mayor Stimpson

WHEREAS, the Alabama Department of Transportation has awarded a 2022 ATRIP-II project to the City of Mobile in the amount of $1,762,850.67;

WHEREAS, the City of Mobile does not anticipate a project cost overrun about the awarded ATRIP-II amount on this project; and

WHEREAS, in the event that such an overrun should occur, the City agrees to be responsible for this overrun.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

That the City of Mobile hereby agrees to be responsible for a project cost overrun above the ATRIP-II award amount on the 2022 ATRIP-II project in the event such an overrun should occur; and

That the City Council hereby authorizes the payment of aforementioned cost overrun; and if the total sum of any overrun exceeds $176,285.07, said overrun will be brought to the City Council for approval.

Adopted this _____day of _____, 20____ , by the City Council of Mobile, Alabama.

ATTESTED:

_____
Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____
City Clerk

(AFFIX SEAL)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders for fuel.

Amount of Contract:

Total of all is $154,830.56

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230302 Agenda Package Fuel POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 3:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6368	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,625.00	(279229) PETROLEUM TRADERS CORPORATION
6369	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,625.00	(279229) PETROLEUM TRADERS CORPORATION
6370	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,625.00	(279229) PETROLEUM TRADERS CORPORATION
6372	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,625.00	(279229) PETROLEUM TRADERS CORPORATION
6374	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED (SEALED BID 5624)	$18,082.64	(279229) PETROLEUM TRADERS CORPORATION
6375	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED (SEALED BID 5624)	$18,082.64	(279229) PETROLEUM TRADERS CORPORATION

6376	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED (SEALED BID 5624)	$18,082.64	(279229) PETROLEUM TRADERS CORPORATION
6377	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED (SEALED BID 5624)	$18,082.64	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00006368-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.75000	20625.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20625.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00006368-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20625.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20625.00	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006368-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006369-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.75000	20625.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20625.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00006369-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20625.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20625.00	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006369-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006370-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	2.75000	20625.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20625.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00006370-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20625.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20625.00	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006370-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006372-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL.STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.75000	20625.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20625.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00006372-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20625.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20625.00	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006372-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006374-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.20000	18040.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18040.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00006374-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 18082.64

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18082.64	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006374-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006375-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8200.00 GALLON	2.20000	18040.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18040.00
	Ship To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	POLICE 4TH PRECINCT			
	8080 AIRPORT BLVD			
	MOBILE, AL 36608			
002	MARGIN PRICE	8200.00 EACH	0.03870	317.34
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			317.34

Bill To	Requisition 00006375-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 18357.34

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18357.34	4302861.30
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006375-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006376-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.20000	18040.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18040.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00006376-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 18082.64

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18082.64	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006376-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006377-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.20000	18040.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18040.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00006377-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	POLICE 4TH PRECINCT
	8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 18082.64

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18082.64	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

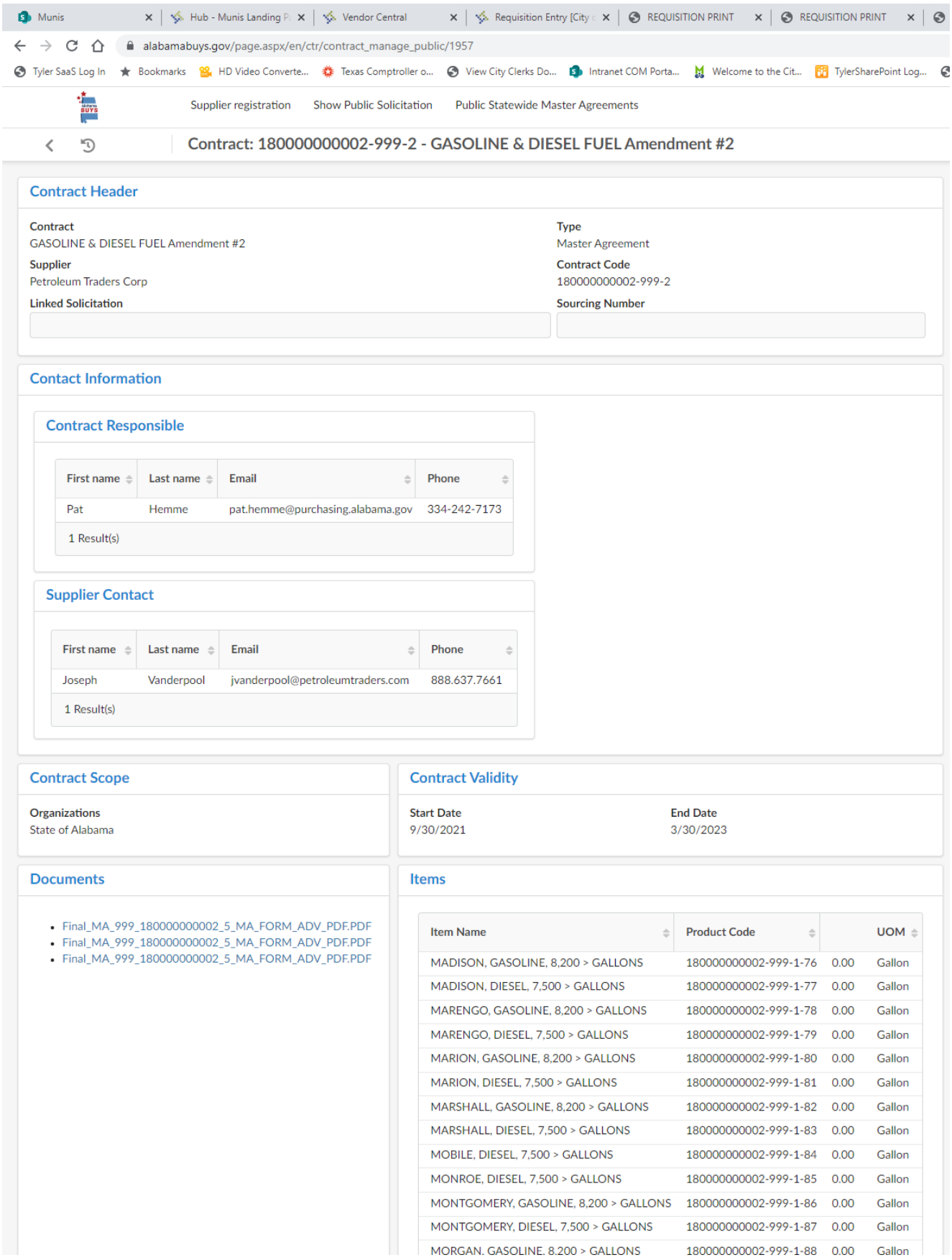
Bill To	Requisition 00006377-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature


Munis
Hub - Munis Landing P
Vendor Central
Requisition Entry [City
REQUISITION PRINT
REQUISITION PRINT
alabamabuys.gov/page.aspx/en/ctr/contract_manage_public/1957
Tyler SaaS Log In
Bookmarks
HD Video Converte...
Texas Comptroller o...
View City Clerks Do...
Intranet COM Porta...
Welcome to the Cit...
TylerSharePoint Log...
Supplier registration
Show Public Solicitation
Public Statewide Master Agreements
Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2
Contract Header
Contract
GASOLINE & DIESEL FUEL Amendment #2
Type
Master Agreement
Supplier
Petroleum Traders Corp
Contract Code
180000000002-999-2
Linked Solicitation
Sourcing Number
Contact Information
Contract Responsible
First name
Last name
Email
Phone
Pat
Hemme
pat.hemme@purchasing.alabama.gov
334-242-7173
1 Result(s)
Supplier Contact
First name
Last name
Email
Phone
Joseph
Vanderpool
jvanderpool@petroleumtraders.com
888.637.7661
1 Result(s)
Contract Scope
Organizations
State of Alabama
Contract Validity
Start Date
9/30/2021
End Date
3/30/2023
Documents
Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
Items
Item Name
Product Code
UOM
MADISON, GASOLINE, 8,200 > GALLONS
180000000002-999-1-76
0.00
Gallon
MADISON, DIESEL, 7,500 > GALLONS
180000000002-999-1-77
0.00
Gallon
MARENGO, GASOLINE, 8,200 > GALLONS
180000000002-999-1-78
0.00
Gallon
MARENGO, DIESEL, 7,500 > GALLONS
180000000002-999-1-79
0.00
Gallon
MARION, GASOLINE, 8,200 > GALLONS
180000000002-999-1-80
0.00
Gallon
MARION, DIESEL, 7,500 > GALLONS
180000000002-999-1-81
0.00
Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS
180000000002-999-1-82
0.00
Gallon
MARSHALL, DIESEL, 7,500 > GALLONS
180000000002-999-1-83
0.00
Gallon
MOBILE, DIESEL, 7,500 > GALLONS
180000000002-999-1-84
0.00
Gallon
MONROE, DIESEL, 7,500 > GALLONS
180000000002-999-1-85
0.00
Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS
180000000002-999-1-86
0.00
Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS
180000000002-999-1-87
0.00
Gallon
MORGAN, GASOLINE, 8,200 > GALLONS
180000000002-999-1-88
0.00
Gallon

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Insight Public Sector for Apricot Essentials software and training for MPD Cyber.
General fund.

Amount of Contract:

$26,021.91

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230228 Insight Agenda Package POs	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5014	2023	(1545) POLICE CYBER DIVISION	APRICOT ESSENTIALS CASE MANAGEMENT SOFTWARE AND SOCIAL SOLUTIONS TRAINING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$26,021.91	(296399) INSIGHT PUBLIC SECTOR

Adopted:

_____

City Clerk

Bill To	Requisition 00005014-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
INSIGHT PUBLIC SECTOR	GULF COAST TECHNOLOGY CENTER
6820 S HARL AVE	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TEMPE, AZ 85283	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#866-310-0184	
Fax 480-761-7781	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER OMNIA PARTNERS #4400006644 AND YOUR QUOTE #0225831234.			
	EMAIL SEAN.PHILLIPS@INSIGHT.COM			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	15345.98000	15345.98
	Additional Description Notes			
	SS-2022-112085 SOCIAL SOLUTIONS APRICOT 360 BUNDLE COVERAGE DATES: 09-JAN-2023 TO 09-JAN-2024			
	OMNIA PARTNERS IT PRODUCTS & SERVICES (#4400006644) BILLING FREQUENCY: ANNUALLY FOR TERM OF CONTRACT			
	Vendor Item Inventory Item/Loc 1723			
1	5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			15345.98
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300			

Bill To	Requisition 00005014-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INSIGHT PUBLIC SECTOR	GULF COAST TECHNOLOGY CENTER
6820 S HARL AVE	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TEMPE, AZ 85283	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#866-310-0184	
Fax 480-761-7781	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	10675.93000	10675.93

Additional Description Notes

SS-2022-112085-1
Social Solutions Professional Service and Training
Coverage dates: 09-Jan-2023 to 09-Jan-2024
OMNIA PARTNERS IT PRODUCTS & SERVICES (#4400006644)
Billing Frequency: One-time cost, due 100% upfront
Vendor Item
Inventory Item/Loc 1723

1 5028.10.00.0000.0000.0000.0000.0000.44010.
E G-ARPCVIP .OPERSUPPLS. . 10675.93

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 26021.91

Bill To	Requisition 00005014-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
INSIGHT PUBLIC SECTOR	GULF COAST TECHNOLOGY CENTER
6820 S HARL AVE	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TEMPE, AZ 85283	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#866-310-0184	
Fax 480-761-7781	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E G-ARPCVIP .OPERSUPPLS. .		26021.91	1157343.59
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	5028.10.00.0000.0000.0000.0000.0000.44010.		26021.91	
	ARP GRANT EXP OFFICE SUPPLIES			

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/01/23	TAYLOR HARRIS	Auto approved by: 910519482
Approved	02/01/23	NANCY NGUYEN	Auto approved by: 910519482
Approved	02/01/23	TRAVIS MARSHALL	
Approved	02/01/23	LAPORTSIA NETTLES	Auto approved by: 910519482
Approved	02/01/23	REBECCA CHRISTIAN	Auto approved by: 910519482
Approved	02/01/23	RANDY THREADGILL	Auto approved by: 910519482
Approved	02/15/23	TAYLOR HARRIS	Auto approved by: 910519482
Approved	02/15/23	TRAVIS MARSHALL	
Approved	02/15/23	LAPORTSIA NETTLES	Auto approved by: 910519482
Approved	02/15/23	REBECCA CHRISTIAN	Auto approved by: 910519482
Approved	02/15/23	RANDY THREADGILL	Auto approved by: 910519482
Rejected	02/13/23	ANNE FOLEY	NEEDS 2 LINES TO MATCH QUOTE.
Approved	02/15/23	DONALD ROSE	Auto approved by: 9105paij
Approved	02/15/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/15/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	02/15/23	JOHN PAINE	.
Approved	02/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij
Approved	02/15/23	ANNE FOLEY	Auto approved by: 9105paij

Bill To	Requisition 00005014-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
INSIGHT PUBLIC SECTOR	GULF COAST TECHNOLOGY CENTER
6820 S HARL AVE	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TEMPE, AZ 85283	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#866-310-0184	
Fax 480-761-7781	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Insight Public Sector, Inc.

Technology Products, Equipment, Services, and Solutions

Overview

Contract Documentation

Our Services

Community Broadband

FAQs

Partners

Cybersecurity

Education

State & Local

Public Safety

ABOUT INSIGHT PUBLIC SECTOR

Insight Public Sector (Insight) simplifies IT procurement by providing the technologies, implementation skills and management expertise your organization needs. Insight's competitively solicited contract available to education institutions and government entities through OMNIA Partners ensures you receive their best overall government pricing on our broad portfolio of products and IT service solutions.

If you're seeking to equip, expand or upgrade your organization, we can help with:

- Hardware and software from the world's leading manufacturers
- Access to dependable, cost-effective solutions for IT procurement
- Planning, building and operating software, hardware & network infrastructures
- Comprehensive lifecycle & IT management services



Using Insight and OMNIA Partners for your IT procurement gives you access to a wide range of advantages, including:

- Insight's best overall government pricing
- 250,000+ IT hardware and software products on contract
- Complete services offerings available on contract
- A variety of financing options, including leasing on contract
- Access to Insight's free and easy-to-use contract web portal
- An IT provider with 17+ years of public sector service
- Insight's state-of-the-art integration lab & Remote Network Operations Center
- Assessment, design, deployment & maintenance throughout the IT lifecycle

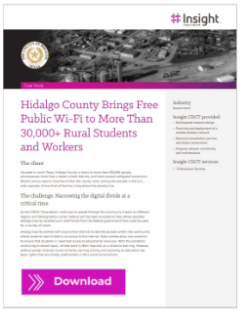
Contact Insight to learn more about how they can help your agency with public sector IT solutions.

REQUEST CONTRACT INFORMATION

Insight is hosting an esports contest until January 31, 2023! **Enter to win here!**



Hidalgo County Public WiFi Case Study



Contact Information

Email: OMNIA@insight.com
Phone: 800-546-0578

SUPPLIER WEBSITE

DocuSign Envelope ID: 6E077626-11DF-42F9-81A6-A22319EC9256

County of Fairfax, Virginia

AMENDMENT

Date: January 13, 2023

AMENDMENT NO. 7

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Insight Public Sector, Inc. 6820 South Harl Avenue Tempe, AZ 85283	1000000125	4400006644

By mutual agreement, Contract 4400006644 is extended for six (6) months at existing prices, terms and conditions, effective May 1, 2023 through October 31, 2023.

Provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: Scott Friedlander
Scott Friedlander (Jan 9, 2023 10:13 EST)
(Signature)

SVP Insight Public Sector
(Title)

Scott Friedlander
(Printed)

Jan 9, 2023
(Date)

DocuSigned by:
Lee Ann Pender
E239B762E600465...

Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
Omnia – amy.smith@omniapartners.com
Contractor – robert.crigler@insight.com
Erica.falchetti@Insight.com
SLEDContracts@insight.com
Contract Specialist III – Yong Kim
ACS Team 1 – Chan Park

DS JP DS SP

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

Amendment 7

Final Audit Report 2023-01-09

Created:	2023-01-09
By:	Erica Falchetti (erica.falchetti@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACyMQ8cawXo3SFBt7lV2uDOgoZzBUnoFL

"Amendment 7" History

Document created by Erica Falchetti (erica.falchetti@insight.com)
2023-01-09 - 3:09:26 PM GMT- IP address: 198.187.200.254

Document emailed to scott.friedlander@insight.com for signature
2023-01-09 - 3:12:13 PM GMT

Email viewed by scott.friedlander@insight.com
2023-01-09 - 3:12:28 PM GMT- IP address: 72.83.157.213

Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2023-01-09 - 3:13:43 PM GMT- IP address: 72.83.157.213

Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
Signature Date: 2023-01-09 - 3:13:45 PM GMT - Time Source: server- IP address: 72.83.157.213

Agreement completed.
2023-01-09 - 3:13:45 PM GMT

NOTICE OF AWARD

Date: FEB 2 3 2016

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACT NUMBER: 4400006644

RFx: RFP2000001701

NIGP CODES: 20453, 20454, 20464, 20491, 20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885, 91828, 92024, 92031, 92037, 92045, 92047

CONTRACT PERIOD: May 1, 2016 through April 30, 2019

RENEWALS: Four (4) optional one year renewals
(or any combination of time equally not more than four years)

SUPERSEDES CONTRACT: 4400001195

CONTRACTOR:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE:
1000000125

Contact: Erica Falchetti
Telephone: (800) 467-4448 x3071
E-mail: Erica.Falchetti@insight.com

TERMS: Net 30 Days

FOB: Destination

PRICES: See https://www.insight.com/insightweb/welcome and the Attached Pricing Summary

DPSM CONTACT: Lonnette Robinson, Contracts Specialist Supervisor
Telephone: 703-324-3281; TTY: 711
Fax: 703-324-3228
E-mail: Lonnette.Robinson@fairfaxcounty.gov

ORDERING INSTRUCTIONS:
Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold ($10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson
Contracts Specialist Supervisor

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tonya Mills/e
DIT – Ron Shoram/e
DPSM, ACS Team 1 – J. Waysome-Tomlin

PRICING SUMMARY

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	36%		36%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non-Incumbent	All
	16%	8%	28%

Publisher	Cost Plus %
Microsoft	3.50%

PRICING SUMMARY

Percent Discount from Insight Price List:

Product Category	Description	Discount %
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%

PRICING SUMMARY

Product Category	Description	Discount %
Printing/Imaging	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%

PRICING SUMMARY

Product Category	Description	Discount %
Storage & Data Management (cont.)	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing Barcode/OC	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%
Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

PRICING SUMMARY

Service Categories	Discount off MSRP
Consulting Services	**15%**
Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions. These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.	
Deployment Services	**15%**
Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.	
Out-sourced Programs	**15%**
Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions. Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.	
Maintenance Services	**10%**
For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.	
Lab/Integration Services	**1%**
Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs. We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.	
IT Asset Disposal	**1%**
Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.	
Service Desk	**1%**
Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.	

PRICING SUMMARY

Service Categories	Discount off MSRP
Remote Network and Security Managed Services	**1%**
Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day-to-day administration and operational reporting.	
Other Services Not Listed Above	**1%**
As may be offered by Insight from time to time.	

Labor Category	Functional Roles (Sample Titles)	Insight MSRP					Contract Price			
		Market Tier				Discount off MSRP	Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
A	Business Analyst I, Project Coordinator (Technical), Service Technician	$57.60	$61.20	$78.00	$79.56	15%	$48.96	$52.02	$66.30	$67.63
B	Business Analyst II, Service Technician Sr.	$63.60	$67.20	$74.40	$87.36	15%	$54.06	$57.12	$63.24	$74.26
C	Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr.	$79.20	$80.40	$104.40	$104.52	15%	$67.32	$68.34	$88.74	$88.84
D	Engineer	$90.00	$91.20	$112.80	$118.56	15%	$76.50	$77.52	$95.88	$100.78
E	Project Manager (Technical)	$108.00	$108.00	$135.60	$140.40	15%	$91.80	$91.80	$115.26	$119.34
F	Consultant I	$150.00	$156.00	$174.00	$202.80	20%	$120.00	$124.80	$139.20	$162.24
G	Engineer Sr.	$126.00	$127.20	$157.20	$165.36	15%	$107.10	$108.12	$133.62	$140.56
H	Project Manager Sr. (Technical), Manager Services	$144.00	$150.00	$182.40	$195.00	15%	$122.40	$127.50	$155.04	$165.75
I	Project Coordinator (Consulting), Consultant II, Consultant I (Contact Center)	$174.00	$180.00	$198.00	$234.00	15%	$147.90	$153.00	$168.30	$198.90
J	Consultant Sr., Consultant II (Contact Center)	$198.00	$210.00	$234.00	$273.00	20%	$158.40	$168.00	$187.20	$218.40

PRICING SUMMARY

Labor Category	Functional Roles (Sample Titles)	Insight MSRP Market Tier				Discount off MSRP	Contract Price Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
K	Project Coordinator Sr. (Consulting), Sr. Manager Services	$198.00	$201.60	$211.20	$262.08	15%	$168.30	$171.36	$179.52	$222.77
L	Architect I, Manager Programs, Project Manager (Consulting)	$210.00	$222.00	$246.00	$288.60	15%	$178.50	$188.70	$209.10	$245.31
M	Architect II , Project Manager Sr. (Consulting)	$234.00	$246.00	$270.00	$319.80	15%	$198.90	$209.10	$229.50	$271.83
N	Architect Sr., Architect I (Contact Center)	$258.00	$270.00	$300.00	$351.00	15%	$219.30	$229.50	$255.00	$298.35
O	Architect II (Contact Center)	$300.00	$300.00	$300.00	$300.00	15%	$255.00	$255.00	$255.00	$255.00
P	Sr. Architect (Contact Center)	$330.00	$330.00	$330.00	$330.00	15%	$280.50	$280.50	$280.50	$280.50
Q	Specialty	$370.50	$390.00	$432.90	$507.00	15%	$314.93	$331.50	$367.97	$430.95

PRICING SUMMARY

Geographic Market Tiers – Updated 12/10/15 Tier 1	Tier 2	Tier 3	Tier 4
Atlanta, GA	Albuquerque, NM	Baltimore, MD	New York, NY
Austin, TX	Arlington, TX	Boston, MA	Oakland, CA
Charlotte, NC	Bakersfield, CA	Chicago, IL	San Francisco, CA
Columbus, OH	Cleveland, OH	Fresno, CA	San Jose, CA
Dallas, TX	Colorado Springs, CO	Long Beach, CA	
El Paso, TX	Denver, CO	Los Angeles, CA	
Fort Worth, TX	Detroit, MI	Minneapolis, MN	
Houston, TX	Kansas City, MO	Philadelphia, PA	
Indianapolis, IN	Las Vegas, NV	Portland, OR	
Jacksonville, FL	Miami, FL	Sacramento, CA	
Louisville, KY	Milwaukee, WI	San Diego, CA	
Memphis, TN	New Orleans, LA	Seattle, WA	
Nashville, TN	Phoenix, AZ	Virginia Beach, VA	
Oklahoma City, OK	Raleigh, NC	Washington, DC	
Omaha, NE	Tucson, AZ		
San Antonio, TX			
St. Louis, MO			
Tampa, FL			
Tulsa, OK			
Wichita, KS			

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2 Ford F150 Supercrew pickup trucks for Facility Maintenance
General fund.

Amount of Contract:

$75,594.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230302 Stivers Agenda Package POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6112	2023	(F7000) MOTOR POOL	2 FORD F150 SUPERCREW PICKUP TRUCKS FOR FACILITY MAINTENANCE (AL STATE CONTRACT)	$75,594.00	(292393) STIVERS FORD LNCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006112-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	292393	02/16/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	1/2 TON PICKUP TRUCK AS SPECIFIED: 2023 FORD F150 SUPERCREW 4X2, 5.0 V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT AND REAR BUMPER; FOG LAMPS , TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, TRAILER BRAKE CONTROLLER. AS PER STATE CONTRACT T191 MASTER AGREEMENT MA220000003128-14 MODEL SERIES W1C Additional Description Notes --- 2023 FORD F150 SUPERCREW 4X2, 5.0 V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT AND REAR BUMPER; FOG LAMPS , TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, TRAILER BRAKE CONTROLLER. STATE CONTRACT T191. REQUESTED BY 3035 FACILITY MAINTENANCE.	2.00 EACH	37453.00000	74906.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .			74906.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Bill To	Requisition 00006112-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	292393	02/16/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	FREIGHT	2.00 EACH	344.00000	688.00
	Additional Description Notes --- PRICE TO SELIVER EACH VEHICLE TO THE CITY OF MOBILE 172 MILES X $2.00 PER MILE Vendor Item Inventory Item/Loc 14009			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .			688.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY			
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Bill To	Requisition 00006112-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	292393	02/16/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			75594.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP. .	75594.00	17868.03

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	75594.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/17/23	CHARLES SUMRALL	Adding New Units to there depa
Approved	03/01/23	CHARLES SUMRALL	Reviewed and approve
Approved	02/23/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/23/23	JAMES DELAPP	
Approved	02/23/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	03/01/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/01/23	JAMES DELAPP	
Approved	03/01/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	02/27/23	DONALD ROSE	Auto approved by: 9105paij
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/27/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	02/27/23	JOHN PAINE	
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 9105paij
Approved	03/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/01/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/01/23	JOHN PAINE	

Bill To	Requisition 00006112-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	292393	02/16/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 03/01/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2023

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf

Items

- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1 2 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Software Vendor for annual renewal of security information and event management platform service for MIT.

General fund.

Amount of Contract:

$21,060.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20230302 SIEM Agenda Summary POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6451	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF SECURITY INFORMATION AND EVENT MANAGEMENT PLATFORM SERVICE FOR MIT (BID EXEMPT AL CODE 41-16-51(A)(15)	$21,060.00	(297326) SOFTWARE VENDOR

Adopted:

_____

City Clerk

Bill To	Requisition 00006451-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Released Page 1

Vendor	Ship To
	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	297326	02/28/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PLEASE DO NOT DISCLOSE SOFTWARE OR VENDOR'S NAME, THIS IS VERY SENSITIVE REFERENCE: 20210727-192430439 PER STATE OF ALABAMA BID LAW SPECIAL EXEMPTION 41.16.51(a)(15)			
001 (Consumption Tier: 500 GB Monthly) 1 Standard Plan: (1 Year Agreement) •		1.00 EACH	21060.00000	21060.00

o

1	1000.10.23.5000.5000.5000.0000.0000.42150.	21060.00

Bill To	Requisition 00006451-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Released Page 2

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	297326	02/28/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 21060.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	21060.00	1398509.09
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/28/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/28/23	MARK PEARSON	Auto approved by: 91057606
Approved	02/28/23	SCOTT KEARNEY	
Approved	02/28/23	UDARA JAYASENA	Auto approved by: 91057606
Queued	02/28/23	DONALD ROSE	
Queued	02/28/23	SANDRA LEWIS	
Queued	02/28/23	KAREN NAMAN	

Bill To	Requisition 00006451-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
THINKGARD LLC	MIT
160 YEAGER PARKWAY	651 CHURCH STREET
SUITE 200	
	MOBILE, AL 36602
PELHAM, AL 35124	ASHLEY.TODD@CITYOFMOBILE.ORG
	Delivery Reference
Tel#205-240-9245	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	297326	02/28/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 02/28/23 JOHN PAINE			
	Queued 02/28/23 MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Interface Americas, Inc. for new flooring for Revenue Dept.
Capital Construction fund.

Amount of Contract:

$126,230.86

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230302 Interface Agenda Package POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4332	2023	(3032) ARCHITECTURAL ENGINEERING	FLOORING REPLACEMENT FOR REVENUE DEPARTMENT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$126,230.86	(297858) INTERFACE AMERICAS, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	INTERFACE CARPET TILES; HEAD OVER HEELS, BACKING, COLOR-270798-002N-D CUSTOM M0854	119.60 SQUAREYARD	38.42000	4595.03
	Additional Description Notes			
	PER YOUR QUOTE #010623-2, DATED 01.06.23; SOURCEWELL CONTRACT #080819-IFA; STATE OF FL 30161700-20-ACS			
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			4595.03
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
002	INTERFACE CARPET TILES, BLACK SEA 701, COLOR 102888	173.42 SQUAREYARD	43.92000	7616.61
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0031 .CONSTRUCTN. .			7616.61

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

003	INTERFACE CARPET TILES, BLACK SEA 702, COLOR 105896	221.26 SQUAREYARD	39.57000	8755.26
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			8755.26

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004	INTERFACE CARPET TILES, BLACK SEA 703, COLOR 103961	454.48 SQUAREYARD	38.03000	17283.87
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			17283.87
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
005	INTERFACE MODULAR RELILIENT FLOORING, CRITERION CLASSICS WOVENS, COLOR FLAX C00301	968.76 SQ FT	2.00000	1937.52

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1937.52
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
006	INTERFACE MODULAR RESILIENT FLOORING, LVT CONTAINER SURCHARGE	968.76 SQ FT	0.35000	339.07
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			339.07

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
007	ADHESIVE 2000 PLUS; 4-GAL PAIL	9.00 EACH	153.61000	1382.49
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1382.49
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
008	ADHESIVE 3800, 4 GAL PAIL	2.00 EACH	185.96000	371.92
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			371.92
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
009	REMOVAL - LVT	832.00 SQ FT	0.75000	624.00
1	2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0031 .CONSTRUCTN. .			624.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

010	REMOVAL - BROADLOOM	836.00 YARD	3.20000	2675.20
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0031 .CONSTRUCTN. .			2675.20

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 8

Vendor	Ship To
INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
011	REMOVAL OF COVE BASE (LABOR ONLY)	2400.00 LINEARFOOT	0.60000	1440.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1440.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
012	DISPOSAL OF CARPET	836.00 YARD	2.40000	2006.40

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			2006.40

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

013	DISPOSAL OF RESILIENT FLOORING	832.00 SQ FT	0.30000	249.60
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			249.60

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
014	INSTALLATION OF CARPET TILE	836.00 YARD	7.50000	6270.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			6270.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
015	INSTALLATION INCLUDING NIGHTS/SAT - CPT	836.00 YARD	9.38000	7841.68

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			7841.68

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

016	LVT INSTALLATION	832.00 SQ FT	2.10000	1747.20
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1747.20

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
017	INSTALLATION INCLUDING NIGHT/SAT - LVT	832.00 SQ FT	2.63000	2188.16
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			2188.16
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
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Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
018	FLOOR PREP, ADHESIVE REMOVAL	7641.00 SQ FT	1.30000	9933.30
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			9933.30
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
019	FLOOR PREP, SELF LEVEL MAT'L & LABOR	916.00 SQ FT	1.75000	1603.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00004332-00 FY 2023
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P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
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Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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LN	Description / Account	Qty	Unit Price	Net Price
	E E0031 .CONSTRUCTN. .			1603.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

020	FLOOR PREP MOISTURE MITIGATOR	350.00 SQ FT	3.65000	1277.50
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1277.50

Ship To
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205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
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MOBILE, AL	Review:
36601	Buyer:
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Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
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	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
021	COVE BASE - SUPPLY & INSTALL 6" BASE	2400.00 LINEARFOOT	3.05000	7320.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			7320.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
022	TRAINSITIONS- SUPPLY & INSTALL	80.00 LINEARFOOT	5.75000	460.00

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	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0031 .CONSTRUCTN. .			460.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
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MOBILE, AL 36644
Delivery Reference
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Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

023	FLOOR PRIMER LABOR (O/M)	526.00 SQ FT	0.30000	157.80
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0031 .CONSTRUCTN. .			157.80

Ship To
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205 GOVERNMENT STREET
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Delivery Reference
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P O BOX 389	Acct No:
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MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 17

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
024	FURNITURE LIFT SERVICE (LABOR ONLY)	963.00 YARD	17.00000	16371.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			16371.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
025	HOURLY RATE FOR SERVICES NOT LISTED (NON-OT)	174.00 HOUR	89.70000	15607.80

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P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			15607.80

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

026	MARKUP FOR MATERIALS NOT LISTED (20% ADD ON)	50.00 EACH	36.00000	1800.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1800.00

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 19

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
027	MOISTURE TESTING	5.00 EACH	126.50000	632.50
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			632.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 20

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
028	MATERIAL FREIGHT	1.00 EACH	787.50000	787.50
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			787.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
029	INTERFACE CARPET TILES, BLACK SEA 703	77.74 YARD	38.03000	2956.45
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 21

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	E0031 .CONSTRUCTN. .			2956.45

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 126230.86

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0031 .CONSTRUCTN. .	126230.86	769.14

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	126230.86	1398509.09

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment

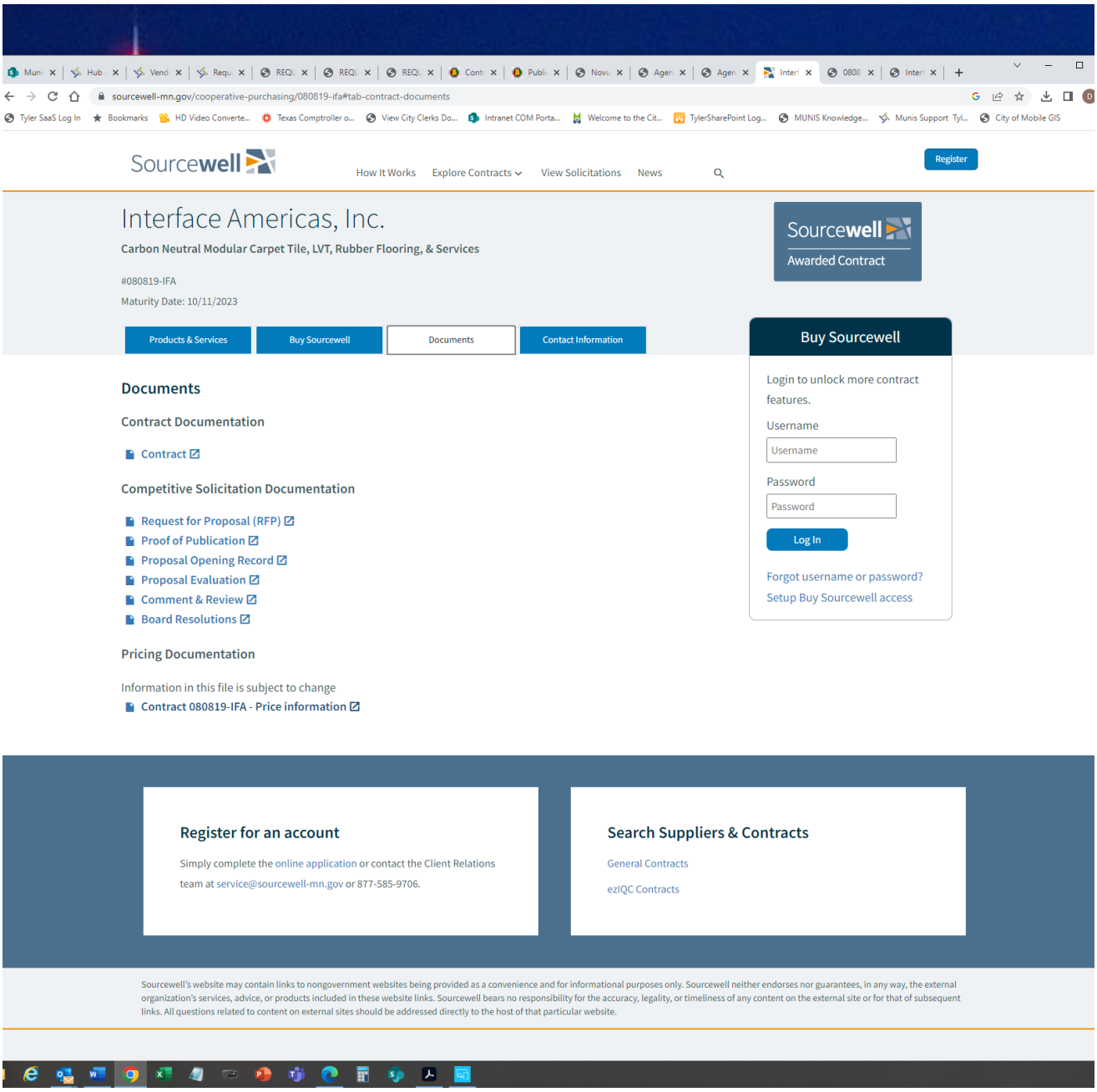
Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 22

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	Delivery Reference
	BRENDA PARKER
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	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/15/23	DONNA BRYARS			
	Approved	01/17/23	BRENDA RHODES			
	Approved	01/17/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	01/17/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	02/24/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	02/24/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	02/24/23	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	02/24/23	JOHN PAINE			
	Approved	02/24/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature


sourcewell-mn.gov/cooperative-purchasing/080819-ifa#tab-contract-documents
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News
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Interface Americas, Inc.
Carbon Neutral Modular Carpet Tile, LVT, Rubber Flooring, & Services
#080819-IFA
Maturity Date: 10/11/2023
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Documents
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Contract
Competitive Solicitation Documentation
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Proof of Publication
Proposal Opening Record
Proposal Evaluation
Comment & Review
Board Resolutions
Pricing Documentation
Information in this file is subject to change
Contract 080819-IFA - Price information
Buy Sourcewell
Login to unlock more contract features.
Username
Password
Log In
Forgot username or password?
Setup Buy Sourcewell access
Register for an account
Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.
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Agreement Holder: Sourcewell

Agreement No. 080819-IFA

Price List Term: Active 03/01/2023

Interface®

CARBON NEUTRAL FLOORING ™

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1388202500	AE310	(i2) Aerial	GlasBac®	50cm x 50cm	SY	$86.40	68%	$27.87
Interface Carpet Tile	138830AK00	AE311	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	1389102500	AE312	(i2) Aerial	GlasBac®	50cm x 50cm	SY	$86.40	68%	$27.87
Interface Carpet Tile	163110AK00	AE313	(i2) Aerial	GlasBac®	25cm x 1m	SY	$88.10	68%	$28.42
Interface Carpet Tile	163230AK00	AE315	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	163270AK00	AE317	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	138980AK00	Afternoon Light	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	125220AK00	Aglow	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1391202500	Alliteration		GlasBac®	50cm x 50cm	SY	$120.16	68%	$38.76
Interface Carpet Tile	139120AB00	Alliteration (P)		GlasBac®	50cm x 1m	SY	$143.28	68%	$46.22
Interface Carpet Tile	147600AK00	Angle Up	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1312302500	Apple Of My Eye	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1266502500	B601	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$188.05	68%	$60.66
Interface Carpet Tile	1266702500	B602	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$177.82	68%	$57.36
Interface Carpet Tile	1266802500	B603	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$152.86	68%	$49.31
Interface Carpet Tile	126560AK00	B701	Net Effect	GlasBac® RE	25cm x 1m	SY	$149.76	68%	$48.31
Interface Carpet Tile	126620AK00	B702	Net Effect	GlasBac® RE	25cm x 1m	SY	$134.94	68%	$43.53
Interface Carpet Tile	124970AK00	B703	Net Effect	GlasBac®	25cm x 1m	SY	$129.70	68%	$41.84
Interface Carpet Tile	1427402500	Bee's Knees	Let it Bee	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1231702500	Bertola	Pietra	GlasBac®	50cm x 50cm	SY	$132.28	68%	$42.67
Interface Carpet Tile	125410AK00	Binary Code	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	161680AK00	Bitrate	Streaming	GlasBac®	25cm x 1m	SY	$105.03	68%	$33.88
Interface Carpet Tile	1248102500	Blended	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.03	68%	$38.72
Interface Carpet Tile	161810AB00	BOuQUET	Suite Serenity	CQuest™ GB	50cm x 1m	SY	$157.67	68%	$50.86
Interface Carpet Tile	146850AK00	BP410	Bike Path	GlasBac®	25cm x 1m	SY	$94.08	68%	$30.35
Interface Carpet Tile	146860AK00	BP411	Bike Path	GlasBac®	25cm x 1m	SY	$94.08	68%	$30.35
Interface Carpet Tile	1466702500	Brescia	Pietra	GlasBac® RE	50cm x 50cm	SY	$128.28	68%	$41.38
Interface Carpet Tile	1504902500	Bridge Creek	Granite Mountain	CQuest GB	50cm x 50cm	SY	$163.68	68%	$52.80
Interface Carpet Tile	1234702500	Broadleaf	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471602500	Broadleaf Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	1417302500	Broome Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$175.31	68%	$56.55
Interface Carpet Tile	1247902500	Broomed	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	139230AK00	Brownstone (P)	Second Story	GlasBac®	25cm x 1m	SY	$131.47	68%	$42.41
Interface Carpet Tile	1247802500	Brushed	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	131030AK00	Cactus Grooves	Desert Scapes	GlasBac®	25cm x 1m	SY	$110.83	68%	$35.75
Interface Carpet Tile	1264202500	Cambria	(i2)	GlasBac®	50cm x 50cm	SY	$177.82	68%	$57.36
Interface Carpet Tile	127950AK00	CE171	Ceremony	GlasBac®	25cm x 1m	SY	$116.65	68%	$37.63
Interface Carpet Tile	138880AK00	CE172	Ceremony	GlasBac®	25cm x 1m	SY	$143.93	68%	$46.43
Interface Carpet Tile	127960AK00	CE173	Ceremony	GlasBac®	25cm x 1m	SY	$162.01	68%	$52.26
Interface Carpet Tile	139300AK00	Circuit Board	Visual Code	GlasBac®	25cm x 1m	SY	$153.39	68%	$49.48
Interface Carpet Tile	1394102500	Classic Seven	Second Story	GlasBac®	50cm x 50cm	SY	$131.47	68%	$42.41
Interface Carpet Tile	1378902500	Cloud Cover	View From Above	GlasBac®	50cm x 50cm	SY	$89.67	68%	$28.93
Interface Carpet Tile	1462502500	CT101	(i2) Common Theme	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1425702500	CT102	Common Theme	GlasBac®	50cm x 50cm	SY	$131.16	68%	$42.31
Interface Carpet Tile	146570AK00	CT111	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$134.45	68%	$43.37
Interface Carpet Tile	123770AK00	CT112	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$136.56	68%	$44.05
Interface Carpet Tile	123780AK00	CT113	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$142.66	68%	$46.02
Interface Carpet Tile	1380102500	Cubic	(i2)	GlasBac®	50cm x 50cm	SY	$83.62	68%	$26.98
Interface Carpet Tile	1382902500	Cubic Colours	(i2)	GlasBac®	50cm x 50cm	SY	$88.84	68%	$28.66
Interface Carpet Tile	139310AK00	Darning	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139330AK00	Decibel	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	1466602500	Detours		GlasBac®	50cm x 50cm	SY	$90.24	68%	$29.11
Interface Carpet Tile	1472302500	Detours Ahead		GlasBac®	50cm x 50cm	SY	$90.24	68%	$29.11
Interface Carpet Tile	125720AK00	Diamond Dream	Suite Serenity	CQuest™ GB	25cm x 1m	SY	$93.29	68%	$30.10
Interface Carpet Tile	139380AK00	Digitized Tuft	Simple Abstraction	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	150250AK00	Diminuendo (DL910)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$112.00	68%	$36.13
Interface Carpet Tile	1427502500	Dover Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	161910AK00	Drawn Thread	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	138940AK00	Driftwood	(i2)	GlasBac®	25cm x 1m	SY	$107.76	68%	$34.76
Interface Carpet Tile	124950AK00	Duo		GlasBac®	25cm x 1m	SY	$156.27	68%	$50.41
Interface Carpet Tile	1256002500	Duplex	Second Story	GlasBac®	50cm x 50cm	SY	$97.41	68%	$31.42
Interface Carpet Tile	1680102500	DYNAMIC DUO	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	131260AK00	Eben	Beaumont Range	GlasBac®	25cm x 1m	SY	$92.69	68%	$29.90
Interface Carpet Tile	1619302500	Edge	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$143.75	68%	$46.37
Interface Carpet Tile	1464802500	Entropy	(i2)	GlasBac®	50cm x 50cm	SY	$116.92	68%	$37.72
Interface Carpet Tile	1383202500	Exposed	(i2)	GlasBac®	50cm x 50cm	SY	$107.14	68%	$34.56
Interface Carpet Tile	1234802500	Farmland	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471502500	Farmland Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	148290AK00	Ferris	Beaumont Range	GlasBac®	25cm x 1m	SY	$151.13	68%	$48.75
Interface Carpet Tile	1286502500	Flagstone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$109.93	68%	$35.46
Interface Carpet Tile	1504802500	Flat Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$154.60	68%	$49.87
Interface Carpet Tile	125550AK00	French Seams	World Woven	GlasBac®	25cm x 1m	SY	$107.42	68%	$34.65
Interface Carpet Tile	150320AK00	Future Woven	Thread Story	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98
Interface Carpet Tile	19DR402500	Gather	First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43
Interface Carpet Tile	141770AK00	Geisha Gather	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	147260AK00	Glazing	Global Change	GlasBac®	25cm x 1m	SY	$113.81	68%	$36.71
Interface Carpet Tile	131100AK00	Glisten	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1619402500	Gridlock	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$153.05	68%	$49.37
Interface Carpet Tile	1248002500	Grooved	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	1472502500	Ground	Global Change	GlasBac®	50cm x 50cm	SY	$97.95	68%	$31.60
Interface Carpet Tile	138730AK00	Ground Waves	(i2)	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	163130AK00	Ground Waves Verse	(i2)	GlasBac®	25cm x 1m	SY	$102.27	68%	$32.99
Interface Carpet Tile	139320AK00	Haptic	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139290AK00	Hard Drive	(i2) Visual Code	GlasBac®	25cm x 1m	SY	$174.07	68%	$56.15
Interface Carpet Tile	138720AK00	Harmonize	(i2)	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	1287302500	Head In The Clouds	View From Above	GlasBac®	50cm x 50cm	SY	$153.39	68%	$49.48
Interface Carpet Tile	1311902500	Heart Songs	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1312102500	Heart Strings	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1312402500	Heartthrob	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	127610AK00	HN810	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$228.35	68%	$73.66
Interface Carpet Tile	124980AK00	HN820	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$149.73	68%	$48.30
Interface Carpet Tile	126020AK00	HN830	Human Nature	GlasBac®	25cm x 1m	SY	$199.73	68%	$64.43
Interface Carpet Tile	127620AK00	HN840	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$213.50	68%	$68.87
Interface Carpet Tile	127600AK00	HN850	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$223.05	68%	$71.95
Interface Carpet Tile	1472702500	Honey Do	(i2) Let it Bee	GlasBac®	50cm x 50cm	SY	$98.74	68%	$31.85
Interface Carpet Tile	1472802500	Honey Don’t	(i2) Let it Bee	GlasBac®	50cm x 50cm	SY	$98.74	68%	$31.85
Interface Carpet Tile	1473002500	Ice Breaker	(i2)	GlasBac®	50cm x 50cm	SY	$90.68	68%	$29.25
Interface Carpet Tile	150270AK00	Intermedio (DL909)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$131.47	68%	$42.41
Interface Carpet Tile	125230AK00	Just Deserts	Desert Scapes	GlasBac®	25cm x 1m	SY	$186.00	68%	$60.00
Interface Carpet Tile	125400AK00	Karmic Relief	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1286402500	Kerbstone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$125.27	68%	$40.41
Interface Carpet Tile	1465402500	Layout	(i2) Architectural Plans	GlasBac®	50cm x 50cm	SY	$114.91	68%	$37.07
Interface Carpet Tile	1312202500	Lighthearted	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	161890AK00	Loom of Life	Thread Story	GlasBac®	25cm x 1m	SY	$121.74	68%	$39.27
Interface Carpet Tile	131110AK00	Luminescent	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1468302500	Main Line		GlasBac®	50cm x 50cm	SY	$105.82	68%	$34.14
Interface Carpet Tile	131150AK00	Mantle Rock	Granite Mountain	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1382002500	Mantra		GlasBac®	50cm x 50cm	SY	$127.26	68%	$41.05
Interface Carpet Tile	1618302500	Meadowland	Suite Serenity	CQuest™ GB	50cm x 50cm	SY	$120.59	68%	$38.90
Interface Carpet Tile	19DR302500	Meet	First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1385602500	Menagerie II		GlasBac®	50cm x 50cm	SY	$129.95	68%	$41.92
Interface Carpet Tile	1427902500	Mercer Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	131250AK00	Mesa	Beaumont Range	GlasBac®	25cm x 1m	SY	$92.69	68%	$29.90
Interface Carpet Tile	1251802500	Mile Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$204.60	68%	$66.00
Interface Carpet Tile	163300AK00	Mirano	Suite Serenity	CQuest™ GB	25cm x 1m	SY	$93.29	68%	$30.10
Interface Carpet Tile	1680302500	MIRROR MIRROR	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1385702500	Monochrome		GlasBac® RE	50cm x 50cm	SY	$130.54	68%	$42.11
Interface Carpet Tile	1286102500	Moss	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1286202500	Moss in Stone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1505002500	Mountain Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$172.76	68%	$55.73
Interface Carpet Tile	139400AK00	Naturally Weathered	(i2)	GlasBac®	25cm x 1m	SY	$89.67	68%	$28.93
Interface Carpet Tile	128990AK00	Naturer's Course	(i2)	GlasBac®	25cm x 1m	SY	$109.80	68%	$35.42
Interface Carpet Tile	163250AK00	Neighborhood Blocks	(i2) Aerial	GlasBac®	25cm x 1m	SY	$92.75	68%	$29.92
Interface Carpet Tile	163260AK00	Neighborhood Smooth	(i2) Aerial	GlasBac®	25cm x 1m	SY	$90.92	68%	$29.33
Interface Carpet Tile	138760AK00	NF400	(i2) Near & Far	GlasBac® RE	25cm x 1m	SY	$127.22	68%	$41.04
Interface Carpet Tile	127860AK00	NF401	(i2) Near & Far	GlasBac® RE	25cm x 1m	SY	$228.35	68%	$73.66
Interface Carpet Tile	1287202500	Night Flight	View From Above	GlasBac®	50cm x 50cm	SY	$100.25	68%	$32.34
Interface Carpet Tile	138670AK00	Nimbus	(i2) Nimbus	GlasBac®	25cm x 1m	SY	$127.91	68%	$41.26
Interface Carpet Tile	150110AK00	Obligato (DL908)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	138740AK00	Off Line		GlasBac®	25cm x 1m	SY	$120.19	68%	$38.77
Interface Carpet Tile	1427302500	Old Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$98.27	68%	$31.70
Interface Carpet Tile	138700AK00	On Line		GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	163360AK00	Open Air 401	Open Air	GlasBac®	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163320AK00	Open Air 402	Open Air	GlasBac®	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	1633102500	Open Air 403	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1310802500	Open Air 403 Accent	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1310602500	Open Air 403 Transition	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1633302500	Open Air 404	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1310902500	Open Air 404 Accent	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1310702500	Open Air 404 Transition	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1633402500	Open Air 405	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	163370AK00	Open Air 407	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163380AK00	Open Air 408	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163390AK00	Open Air 409	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163400AK00	Open Air 410	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163410AK00	Open Air 411	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634202500	Open Air 412	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634302500	Open Air 413	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634402500	Open Air 414	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634502500	Open Air 415	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475002500	Open Air 416	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475102500	Open Air 417	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475202500	Open Air 418	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475302500	Open Air 419	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475602500	Open Air 420	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475502500	Open Air 421	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475702500	Open Air 423	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	126160AK00	Overedge	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139370AK00	Painted Gesture	Simple Abstraction	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98
Interface Carpet Tile	1391102500	Palindrome	Palindrome	GlasBac®	50cm x 50cm	SY	$120.16	68%	$38.76
Interface Carpet Tile	1251602500	Panola Mountain	Granite Mountain	CQuest GB	50cm x 50cm	SY	$204.60	68%	$66.00
Interface Carpet Tile	1632402500	Paver	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$90.39	68%	$29.16
Interface Carpet Tile	1679402500	PEAS IN A POD	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1679302500	PERFECT PAIR	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1425602500	Permian		GlasBac®	50cm x 50cm	SY	$131.38	68%	$42.38

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	139250AK00	Plain Stitch	Visual Code	GlasBac®	25cm x 1m	SY	$97.41	68%	$31.42
Interface Carpet Tile	1381502500	Plain Weave	(i2) Tribal Weaver	GlasBac®	50cm x 50cm	SY	$123.13	68%	$39.72
Interface Carpet Tile	1467202500	Platform	Platform	GlasBac®	50cm x 50cm	SY	$94.08	68%	$30.35
Interface Carpet Tile	147590AK00	Play The Angle	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1234902500	Prairie Grass	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471702500	Prairie Grass Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	131120AK00	Prickly As A Pear	Desert Scapes	GlasBac®	25cm x 1m	SY	$94.71	68%	$30.55
Interface Carpet Tile	1462102500	Primary Stitch		GlasBac®	50cm x 50cm	SY	$89.64	68%	$28.92
Interface Carpet Tile	1381102500	Profile	(i2) Form and Function	GlasBac®	50cm x 50cm	SY	$88.77	68%	$28.64
Interface Carpet Tile	142660AK00	Progression I	Global Change	GlasBac®	25cm x 1m	SY	$168.73	68%	$54.43
Interface Carpet Tile	142670AK00	Progression II	Global Change	GlasBac®	25cm x 1m	SY	$113.81	68%	$36.71
Interface Carpet Tile	147240AK00	Progression III	Global Change	GlasBac®	25cm x 1m	SY	$97.95	68%	$31.60
Interface Carpet Tile	1393602500	Proportional	Rising Signs	CQuest GB	50cm x 50cm	SY	$113.68	68%	$36.67
Interface Carpet Tile	1311802500	Puppy Love	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1426802500	Raku	Global Change	GlasBac®	50cm x 50cm	SY	$189.16	68%	$61.02
Interface Carpet Tile	1266902500	Raw	(i2)	GlasBac® RE	50cm x 50cm	SY	$187.43	68%	$60.46
Interface Carpet Tile	1427802500	Reade Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	127530AK00	Reclaim	(i2)	GlasBac® RE	25cm x 1m	SY	$142.85	68%	$46.08
Interface Carpet Tile	131140AK00	Reflectors	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1232102500	Reincarnation	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1232302500	Reissued	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1232202500	Remade	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1619602500	Riverwalk	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$143.75	68%	$46.37
Interface Carpet Tile	131160AK00	Rock Springs	Granite Mountain	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	125170AK00	Rockland Road	Granite Mountain	CQuest GB	25cm x 1m	SY	$113.68	68%	$36.67
Interface Carpet Tile	1472102500	Roy G Biv		GlasBac®	50cm x 50cm	SY	$107.52	68%	$34.68
Interface Carpet Tile	1466802500	San Roco	Pietra	GlasBac®	50cm x 50cm	SY	$133.80	68%	$43.16
Interface Carpet Tile	147400AK00	Sashiko Stitch	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$100.43	68%	$32.40
Interface Carpet Tile	1286302500	Sett in Stone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$125.27	68%	$40.41
Interface Carpet Tile	1462002500	Sew Straight		GlasBac®	50cm x 50cm	SY	$89.64	68%	$28.92
Interface Carpet Tile	139390AK00	Shaded Pigment	Simple Abstraction	GlasBac®	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	142690AK00	Shading	Global Change	GlasBac®	25cm x 1m	SY	$189.16	68%	$61.02
Interface Carpet Tile	1619802500	Shed	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$120.59	68%	$38.90
Interface Carpet Tile	137480AK0Q	Shishu Stitch	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile	127410AK00	Shiver Me Timbers	(i2)	GlasBac®	25cm x 1m	SY	$112.78	68%	$36.38
Interface Carpet Tile	1468402500	Sidetrack		GlasBac®	50cm x 50cm	SY	$105.82	68%	$34.14
Interface Carpet Tile	147390AK00	Simple Sash	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$100.43	68%	$32.40
Interface Carpet Tile	138770AK00	SL910	Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	138780AK00	SL920	Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	138790AK00	SL930	(i2) Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	139000AK00	Snow Moon	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	161880AK00	Social Fabric	Thread Story	GlasBac®	25cm x 1m	SY	$146.07	68%	$47.12
Interface Carpet Tile	131130AK00	Soft Glow	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	163290AK00	Source Material	Streaming	GlasBac®	25cm x 1m	SY	$84.63	68%	$27.30
Interface Carpet Tile	139340AK00	Spandrel	Rising Signs	CQuest GB	25cm x 1m	SY	$154.60	68%	$49.87
Interface Carpet Tile	142640AK00	SS217	Street Smart	GlasBac®	25cm x 1m	SY	$102.97	68%	$33.22
Interface Carpet Tile	142650AK00	SS218	Street Smart	GlasBac®	25cm x 1m	SY	$104.74	68%	$33.79
Interface Carpet Tile	139280AK00	Static Lines	Visual Code	GlasBac®	25cm x 1m	SY	$138.45	68%	$44.66
Interface Carpet Tile	1417502500	Step Aside	Look Both Ways	GlasBac®	50cm x 50cm	SY	$170.44	68%	$54.98
Interface Carpet Tile	1417402500	Step In Time	Look Both Ways	GlasBac®	50cm x 50cm	SY	$133.92	68%	$43.20
Interface Carpet Tile	1473802500	Step It Up	Look Both Ways	GlasBac®	50cm x 50cm	SY	$96.11	68%	$31.00
Interface Carpet Tile	1417602500	Step This Way	Look Both Ways	GlasBac®	50cm x 50cm	SY	$155.81	68%	$50.26
Interface Carpet Tile	139260AK00	Stitch Count	Visual Code	GlasBac®	25cm x 1m	SY	$122.70	68%	$39.58
Interface Carpet Tile	137880AK00	Stitch In Time	World Woven	GlasBac®	25cm x 1m	SY	$120.53	68%	$38.88
Interface Carpet Tile	139270AK00	Stitchery	Visual Code	GlasBac®	25cm x 1m	SY	$95.71	68%	$30.88

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1462302500	Straight Edge		GlasBac®	50cm x 50cm	SY	$107.52	68%	$34.68
Interface Carpet Tile	1392202500	Striation		GlasBac®	50cm x 50cm	SY	$125.58	68%	$40.51
Interface Carpet Tile	1680402500	STUNT DOUBLE	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1255902500	Sublet	Second Story	GlasBac®	50cm x 50cm	SY	$97.41	68%	$31.42
Interface Carpet Tile	1632002500	Summerhouse Brights	(i2) World Woven	GlasBac®	50cm x 50cm	SY	$122.70	68%	$39.58
Interface Carpet Tile	163190AK00	Summerhouse Shades	(i2) World Woven	GlasBac®	25cm x 1m	SY	$115.04	68%	$37.11
Interface Carpet Tile	1240202500	Syncopation	Syncopation	GlasBac®	50cm x 50cm	SY	$132.28	68%	$42.67
Interface Carpet Tile	161920AK00	Tangled & Taut	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	1467302500	The Standard	(i2)	GlasBac®	50cm x 50cm	SY	$80.60	68%	$26.00
Interface Carpet Tile	1680502500	THIRD SPACE 301	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680602500	THIRD SPACE 302	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680702500	THIRD SPACE 303	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680802500	THIRD SPACE 304	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680902500	THIRD SPACE 305	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681002500	THIRD SPACE 306	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	168160AK00	THIRD SPACE 307	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	168170AK00	THIRD SPACE 308	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681102500	THIRD SPACE 309	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	168180AK00	THIRD SPACE 310	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681302500	THIRD SPACE 311	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681402500	THIRD SPACE 312	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1465202500	To Scale	(i2) Architectural Plans	GlasBac®	50cm x 50cm	SY	$92.97	68%	$29.99
Interface Carpet Tile	137460AK0Q	Tokyo Texture	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile	125150AK00	Translucent	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	124960AK00	Trio		GlasBac®	25cm x 1m	SY	$156.27	68%	$50.41
Interface Carpet Tile	1680002500	TWO TO TANGO	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	139350AK00	Up At Dawn	Rising Signs	CQuest GB	25cm x 1m	SY	$154.60	68%	$49.87
Interface Carpet Tile	161660AK00	Upload	Streaming	GlasBac®	25cm x 1m	SY	$121.74	68%	$39.27
Interface Carpet Tile	1251102500	Upward Bound	Rising Signs	CQuest GB	50cm x 50cm	SY	$154.60	68%	$49.87
Interface Carpet Tile	1271102500	UR101	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$181.01	68%	$58.39
Interface Carpet Tile	1271002500	UR102	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$181.01	68%	$58.39
Interface Carpet Tile	1271202500	UR103	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$164.49	68%	$53.06
Interface Carpet Tile	1269802500	UR202	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$136.65	68%	$44.08
Interface Carpet Tile	1271302500	UR301	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$184.36	68%	$59.47
Interface Carpet Tile	1270002500	UR302	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$123.50	68%	$39.84
Interface Carpet Tile	1269902500	UR303	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$130.20	68%	$42.00
Interface Carpet Tile	1273602500	UR304	Urban Retreat	GlasBac®	50cm x 50cm	SY	$130.20	68%	$42.00
Interface Carpet Tile	127340AK00	UR501	Urban Retreat	GlasBac® RE	25cm x 1m	SY	$159.53	68%	$51.46
Interface Carpet Tile	1386502500	Vector		GlasBac®	50cm x 50cm	SY	$88.84	68%	$28.66
Interface Carpet Tile	163280AK00	Veiled Brushwork	Simple Abstraction	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	138680AK00	Verticals	(i2)	GlasBac®	25cm x 1m	SY	$107.14	68%	$34.56
Interface Carpet Tile	1619702500	Vessel	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$153.05	68%	$49.37
Interface Carpet Tile	125610AK00	Video Spectrum	Simple Abstraction	GlasBac®	25cm x 1m	SY	$126.60	68%	$40.84
Interface Carpet Tile	1257302500	Villa Scroll	Suite Serenity	CQuest™ GB	50cm x 50cm	SY	$93.29	68%	$30.10
Interface Carpet Tile	141780AK00	Vintage Kimono	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	1465002500	Viva Colores	Cartera	GlasBac® RE	50cm x 50cm	SY	$117.21	68%	$37.81
Interface Carpet Tile	146500AK00	Viva Colores (P)		GlasBac® RE	25cm x 1m	SY	$117.21	68%	$37.81
Interface Carpet Tile	126440AK00	Walk the Plank	(i2)	GlasBac®	25cm x 1m	SY	$153.23	68%	$49.43
Interface Carpet Tile	125520AK00	WE151	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	124990AK00	WE152	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	125000AK00	WE153	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	125510AK00	WE154	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1473702500	Wheler Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$98.27	68%	$31.70
Interface Carpet Tile	138990AK00	Winter Sun	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	19DR602500	Work	(i2) First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	128190AK00	WW860	World Woven	GlasBac®	25cm x 1m	SY	$107.97	68%	$34.83
Interface Carpet Tile	128210AK00	WW865	World Woven	GlasBac®	25cm x 1m	SY	$107.97	68%	$34.83
Interface Carpet Tile	138930AK00	WW870	World Woven	GlasBac®	25cm x 1m	SY	$124.12	68%	$40.04
Interface Carpet Tile	128200AK00	WW880	World Woven	GlasBac®	25cm x 1m	SY	$131.13	68%	$42.30
Interface Carpet Tile	128240AK00	WW890	World Woven	GlasBac®	25cm x 1m	SY	$190.40	68%	$61.42
Interface Carpet Tile	128220AK00	WW895	World Woven	GlasBac®	25cm x 1m	SY	$186.68	68%	$60.22
Interface Carpet Tile	161900AK00	Yesterweave	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	137470AK0Q	Zen Stitch	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile (Walk Off)	1388402500	SR699	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$146.63	68%	$47.30
Interface Carpet Tile (Walk Off)	1388502500	SR799	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$141.11	68%	$45.52
Interface Carpet Tile (Walk Off)	1388602500	SR899	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$141.11	68%	$45.52
Interface Carpet Tile (Walk Off)	1388702500	SR999	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$148.55	68%	$47.92
Interface LVT	A018	Aries 4.5mm	Stargazing	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A006	Boundary Metallic 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A016	Brushed Lines 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A021	Cactus Makes Perfect 4.5 mm	Desert Scapes	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A024	Cliff 4.5 mm	Fresco Valley	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	C002	Criterion Classic Stones 3.0 mm	Criterion Classic	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	C001	Criterion Classic Woodgrains 3.0 mm	Criterion Classic	3.0 mm	12.5cm x 1m	SF	$6.81	64%	$2.43
Interface LVT	C003	Criterion Classic Wovens 3.0 mm	Criterion Classic	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	A009	Drawn Lines 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A07	Even Path Stones 4.5mm	Even Path	4.5 mm	50cm x 1m	SF	$14.74	64%	$5.27
Interface LVT	A08	Even Path Woodgrains 4.5mm	Even Path	4.5 mm	25cm x 1m	SF	$14.74	64%	$5.27
Interface LVT	A025	Great Heights 4.5 mm	Fresco Valley	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A008	Native Fabric 4.5 mm		4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A001	Natural Stones 4.5 mm	Level Set	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A002	Natural Woodgrains 4.5 mm	Level Set	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A026	Northern Grain 4.5 mm LVT		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A022	Plant-astic 4.5 mm	Desert Scapes	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A023	Ridge 4.5 mm	Fresco Valley	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A017	Scorpio 4.5 mm	Stargazing	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	B002	Steady Stride Concrete 3.0 mm	Steady Stride	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	B001	Steady Stride Woodgrains 3.0 mm	Steady Stride	3.0 mm	12.5cm x 1m	SF	$6.81	64%	$2.43
Interface LVT	A007	Studio Set 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A003	Textured Stones 4.5 mm	Level Set	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A004	Textured Woodgrains 4.5 mm	Level Set	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A014	Walk About 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A012	Walk Of Life 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A015	Walk On By 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A013	Walk The Aisle 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface Adhesive	111486	TacTiles® GB 1 Roll - Carpet Tile Non-Wet Adhesive	Carpet Tile		1 Roll (500 TacTiles)	EA	$187.09	32%	$126.41
Interface Adhesive	1019890	XL Brands 3800 Adhesive (1 Gallon)	LVT 3mm	3.0 mm LVT	1 Gal.	EA	$70.75	32%	$47.80
Interface Adhesive	1019831	XL Brands 3800 Adhesive (4 Gallon)	LVT 3mm	3.0 mm LVT	4 Gal.	EA	$244.39	32%	$165.13
Interface Floor Sealant	988963	XL Brands 9511 MVRS (4 Gallon)	Floor Prep		4 Gal.	EA	$257.26	32%	$173.82
Interface Adhesive	1013903	XL Brands HM99 Multi-use High Moisture Resilient Adhesive (4 Gallon)	Carpet Tile LVT 4.5mm	ReadyBac™ 4.5 mm LVT	4 Gal.	EA	$295.83	32%	$199.89
Interface Floor Sealant	961176	XL Brands RH 95 - One Coat Vapor Seal (4 Gallon)	Floor Prep		4 Gal.	EA	$385.88	32%	$260.73
Interface Floor Sealant	632861	XL Brands TriSeal - One Coat Cut Back Sealer (4 Gallon)	Floor Prep		4 Gal.	EA	$257.26	32%	$173.82
Interface Adhesive	1001416	XL Brands® 2000 Plus Adhesive (1 Gallon)	Carpet Tile LVT 4.5mm		1 Gal.	EA	$70.75	32%	$47.80
Interface Adhesive	1001417	XL Brands® 2000 Plus Adhesive (4 Gallon)	Carpet Tile LVT 4.5mm		4 Gal.	EA	$244.39	32%	$165.13
nora by Interface Vinyl Sheet Goods	261 - A050	Bloom With a View, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	259 - A040	Continual Woodgrains, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	257 - A020	Crossed, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	258 - A010	Looped, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	256 - A030	Meshed, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	262 - A060	Spike-tacular, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
nora by Interface Rubber Tile	405 - 1910	825 hammered 2.7mm Rubber Tile	norament®		19.72" x 19.72"	SF	$16.02	44%	$8.90
nora by Interface Rubber Tile	405 - 1902	825 round 3.2mm pastille Rubber Tile	norament®		19.72" x 19.72"	SF	$16.02	44%	$8.90
nora by Interface Rubber Tile	860 - 0354	920 (Class A) 4.0mm round Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$29.88	44%	$16.60
nora by Interface Rubber Tile	868 - 1955	992 9.0mm Extreme Wear Resistance Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$30.55	44%	$16.97
nora by Interface Rubber Tile	418 - 1955	992 grano hammered 9.0mm hammered Extreme Wear Resistance Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$33.44	44%	$18.58
nora by Interface Rubber Tile	787 - 3118	arago 3.5 relief structuremm Rubber Tile	norament®		19.72" x 39.53"	SF	$25.56	44%	$14.20
nora by Interface Rubber Tile	787 - 3119	arago beveled edge hammer Speciality Rubber Tile	norament		39.32" x 19.58"	SF	$29.54	44%	$16.41
nora by Interface Rubber Tile	566 - 3167	castello two-tone Rubber Tile	norament®			SF	$22.75	44%	$12.64
nora by Interface Rubber Tile	446 - 2490	convia 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$9.97	44%	$5.54
nora by Interface Rubber Tile	595 - 1880	grano 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$22.00	44%	$12.22
nora by Interface Rubber Tile	409 - 1880	grano ed 3.5mm hammer Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$33.88	44%	$18.82
nora by Interface Rubber Tile	565 - 3166	kivo two-tone Rubber Tile	norament®			SF	$19.58	44%	$10.88
nora by Interface Rubber Tile	786 - 266B	lona 2.0mm subtle profile Rubber Tile	noraplan®		24.60" x 24.60"	SF	$14.36	44%	$7.98
nora by Interface Rubber Tile	786 - 267B	lona 3.0mm subtle profile Rubber Tile	noraplan®		24.60" x 24.60"	SF	$20.20	44%	$11.22
nora by Interface Rubber Tile	568 - 3167	pado 3.5mm Rubber Tile	norament			SF	$20.10	44%	$11.17
nora by Interface Rubber Tile	547 - 1880	satura 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$22.00	44%	$12.22
nora by Interface Rubber Tile	550 - 2700	sentica 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$13.30	44%	$7.39
nora by Interface Rubber Tile	550 - 2701	sentica 3.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$16.58	44%	$9.21
nora by Interface Rubber Tile	549 - 2702	sentica ed 2.0mm smooth Speciality Rubber Tile	noraplan®		24.6" x 24.6"	SF	$21.49	44%	$11.94
nora by Interface Rubber Tile	691 - 2462	Signa environcare 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$13.30	44%	$7.39
nora by Interface Rubber Tile	691 - 2463	Signa environcare 3.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$16.58	44%	$9.21
nora by Interface Rubber Tile	508 - 2390	Signa environcare ed 2.0mm smooth Speciality Rubber Tile	noraplan®		24.6" x 24.6"	SF	$21.49	44%	$11.94
nora by Interface Rubber Tile	776 - 273A	valua 2.0mm, 24" x 12" Rubber Plank Tile	noraplan®		24" x 12"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 272A	valua 2.0mm, 24" x 8" Rubber Plank Tile	noraplan®		24" x 8"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 274A	valua 2.0mm, 48" x 16" Rubber Plank Tile	noraplan®		48" x 16"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 276A	valua 3.0mm, 24" x 12" Rubber Plank Tile	noraplan®		24" x 12"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	776 - 275A	valua 3.0mm, 24" x 8" Rubber Plank Tile	noraplan®		24" x 8"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	776 - 277A	valua 3.0mm, 48" x 16" Rubber Plank Tile	noraplan®		48" x 16"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	529 - 1880	xp 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$21.56	44%	$11.98
nora by Interface Rubber Tile	530 - 0325	xp trac Rubber Tile	norament			SF	$26.77	44%	$14.87
nora by Interface Rubber Sheet Goods	446 - 1490	convia 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$9.97	44%	$5.54
nora by Interface Rubber Sheet Goods	650 - 160E	linee 2.0mm subtle profile Rubber Sheet Goods	noraplan		4' x 49.21'	SF	$15.52	44%	$8.62
nora by Interface Rubber Sheet Goods	650 - 160E	linee 2mm Rubber Sheet Goods	noraplan®			SF	$15.52	44%	$8.62
nora by Interface Rubber Sheet Goods	650 - 161E	linee 3.0mm subtle profile Rubber Sheet Goods	noraplan		4' x 39.37'	SF	$20.32	44%	$11.29
nora by Interface Rubber Sheet Goods	650 - 161E	linee 3mm Rubber Sheet Goods	noraplan®			SF	$20.32	44%	$11.29
nora by Interface Rubber Sheet Goods	786 - 166B	lona 2.0mm subtle profile Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$14.36	44%	$7.98
nora by Interface Rubber Sheet Goods	786 - 167B	lona 3.0mm subtle profile Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$20.20	44%	$11.22
nora by Interface Rubber Sheet Goods	550 - 1700	sentica 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.30	44%	$7.39
nora by Interface Rubber Sheet Goods	550 - 1701	sentica 3.0mm smooth Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$16.58	44%	$9.21
nora by Interface Rubber Sheet Goods	545 - 1705	sentica acoustic 4.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$22.50	44%	$12.50
nora by Interface Rubber Sheet Goods	549 - 1702	sentica ed 2.0mm smooth Special Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$21.49	44%	$11.94
nora by Interface Rubber Sheet Goods	549 - 1703	sentica ed 3.0mm smooth Special Rubber Sheet Goods	noraplan			SF	$32.24	44%	$17.91
nora by Interface Rubber Sheet Goods	691 - 1462	Signa environcare 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.30	44%	$7.39
nora by Interface Rubber Sheet Goods	691 - 1463	Signa environcare 3.0mm smooth Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$16.58	44%	$9.21
nora by Interface Rubber Sheet Goods	693 - 1420	Signa environcare acoustic 4.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$22.50	44%	$12.50
nora by Interface Rubber Sheet Goods	508 - 1390	Signa environcare ed 2.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$21.49	44%	$11.94
nora by Interface Rubber Sheet Goods	508 - 1523	Signa environcare ed 3.0mm smooth Speciality Rubber Sheet Goods	noraplan			SF	$30.56	44%	$16.98
nora by Interface Rubber Sheet Goods	776 - 174A	valua 2.0mm, marbleized Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.93	44%	$7.74
nora by Interface Rubber Sheet Goods	776 - 175A	valua 3.0mm, marbleized Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$18.38	44%	$10.21
nora by Interface Adhesive	502902	AC 100 Adhesive			3.08 Gal.	EA	$267.89	32%	$181.01
nora by Interface Adhesive	502980	Dryfix 750 MR Tape Adhesive			29.5" x 253.9 Roll	EA	$3,640.71	32%	$2,459.94
nora by Interface Adhesive	502905	Dryfix 750 Tape Adhesive			29.5" x 98.5' Roll	EA	$864.39	32%	$584.05
nora by Interface Adhesive	502981	Dryfix ed Tape Adhesive			29.5" x 98.5' Roll	EA	$1,189.19	32%	$803.51
nora by Interface Adhesive	502903	ED 120 Adhesive			3.08 Gal.	EA	$683.86	32%	$462.07
nora by Interface Adhesive	792 - 0946	Heat Weld Adhesive Tape (180 ft/roll)			180 ft/roll)	EA	$234.21	32%	$158.25

Interface

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nora by Interface Adhesive	502907	Profix 145 Tape Adhesive			5.71" x 164' Roll	EA	$360.39	32%	$243.51
nora by Interface Adhesive	502910	Profix 50 Tape Adhesive			1.97" x 164' Roll	EA	$117.41	32%	$79.33
nora by Interface Adhesive	502908	Profix 90 Tape Adhesive			3.54" x 164' Roll	EA	$204.80	32%	$138.38
nora by Interface Adhesive	502901	PU 102 Adhesive			1.43 Gal	EA	$359.61	32%	$242.98
nora by Interface Adhesive	502888	XL Brands VS95 Adhesive (4 Gallon) for Vinyl Sheet Goods			4 Gal.	EA	$295.26	32%	$199.50
nora by Interface Wall Base	521 - 0817	Sanitary Wall Base 3019 d 6", 3.5mm for norament® tile flooring - roll 6" x 32.81'			6" x 32.81'	EA	$27.88	32%	$18.84
nora by Interface Wall Base	522 - 0712	Wall Base 2 1/2" cove, 120 LF per roll			2 1/2"	LF	$1.33	32%	$0.90
nora by Interface Wall Base	522 - 0820	Wall Base 4" cove, 120 LF per roll			4"	LF	$1.64	32%	$1.11
nora by Interface Wall Base	522 - 0799	Wall Base 4" straight, 120 LF per roll			4"	LF	$1.64	32%	$1.11
nora by Interface Wall Base	522 - 0796	Wall Base 6" straight, 96 LF per roll			6"	LF	$2.43	32%	$1.64
nora by Interface Stair Treads	571 - 0465	920 (Class A) 4.5mm pastille Stair Treads 4' Length treads			4'	EA	$231.44	32%	$156.38
nora by Interface Stair Treads	569 - 3170	arago hammered 5mm Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	569 - 3171	arago hammered 5mm Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	569 - 3172	arago hammered 5mm Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Stair Treads	407 - 0479	grano 5mm hammered Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	407 - 0468	grano 5mm hammered Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	407 - 0469	grano 5mm hammered Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Stair Treads	572 - 0479	hammered 5mm Stair Treads 4' Length treads			4'	EA	$125.70	32%	$84.93
nora by Interface Stair Treads	572 - 0468	hammered 5mm Stair Treads 5' Length treads			5'	EA	$157.12	32%	$106.16
nora by Interface Stair Treads	572 - 0469	hammered 5mm Stair Treads 6' Length treads			6'	EA	$188.55	32%	$127.40
nora by Interface Stair Treads	572 - 0465	round 5mm pastille Stair Treads 4' Length treads			4'	EA	$125.70	32%	$84.93
nora by Interface Stair Treads	572 - 0466	round 5mm pastille Stair Treads 5' Length treads			5'	EA	$157.12	32%	$106.16
nora by Interface Stair Treads	572 - 0467	round 5mm pastille Stair Treads 6' Length treads			6'	EA	$188.55	32%	$127.40
nora by Interface Stair Treads	556 - 0479	satura 5mm hammered Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	556 - 0468	satura 5mm hammered Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	556 - 0469	satura 5mm hammered Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Accessories	114678	Aluminum stair nosing			1 pc = 8.2 LF	EA	$143.67	32%	$97.07
nora by Interface Accessories	523 - 0805 A/C	Stair nosing T 5044 A/C 2-2.7mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0805 E/F	Stair nosing T 5044 E/F 3.5-4mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0802 A/C	Stair nosing T 5049 A/C 2-2.7mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0802 E/F	Stair nosing T 5049 E/F 3.5-4mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	689 - 0928	Cold Weld Compound Joint Sealant 735			1 Tube (coverage: 50-60 LF)	EA	$91.24	32%	$61.65
nora by Interface Accessories	503000	Cold weld starter kit- Liquid wax (109914) / Spatula (120184)				EA	$205.25	32%	$138.68
nora by Interface Accessories	502935	Cold weld tape			2" x 108' roll	EA	$29.61	32%	$20.01
nora by Interface Accessories	500875	Epoxy stair filler			50' at 1/4" bead	EA	$86.31	32%	$58.32
nora by Interface Accessories	792 - 0946	Hot Welding Rod, 328 LF per roll			328 LF per roll	EA	$234.21	32%	$158.25
nora by Interface Accessories	113683	Metal Repair Stair Angle			1 box of 30 pc	EA	$502.39	32%	$339.46
nora by Interface Accessories	502906	Stepfix Tape Adhesive, 240mm x 50m Roll	Stairtreads		9.45" x 164' Roll	LF	$477.02	32%	$322.31

Interface

CARBON NEUTRAL FLOORING ™

ORDERING INSTRUCTIONS

We successfully employ the following purchasing and installation models for our contract members.

*** All purchase orders and quotes should be itemized so contract rates for Product and Services can be easily verified.**
*** The agreement name must be noted on all purchase orders.**

Option 1 (Contract Preferred) MANUFACTURER TURNKEY "ONE POINT OF CONTACT" :
Interface acknowledges that Members or Buyers may source Products and Services through or with the cooperation of our affiliate and subsidiaries, InterfaceSERVICES, consistent with the terms of this Agreement. Members can purchase Products and Services direct with the manufacturer through our Turn-Key Division, InterfaceSERVICES, Inc. The member's purchase order must be issued to InterfaceSERVICES at the address noted below.

InterfaceSERVICES, Inc.
106 Northpoint Parkway, Suite 300, Acworth, GA 30102
T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127

Option 2) LOCAL DEALERS - DEALER ASSISTED PURCHASING:
Purchase product through local dealers. The members purchase order will be issued in the name of the selected local dealer. The local dealer will be the point of contact for quotes, take-offs, logistics, and invoicing.

Interface will make contract pricing available to local dealers. All local dealers that support the Interface branded can access this agreement to support our contract members. A list of dealers is available upon request.

Option 3) DIRECT PURCHASE OF PRODUCT FROM INTERFACE OR NORA SYSTEMS (NORA BY INTERFACE) - MATERIAL ONLY:
Members and Local Dealers/GC's may purchase product only from the appropriate mill supporting the Interface or nora by Interface brand as their Product source point of contact. Separate purchase orders must be issued for each brand. The agreement name must be noted on all purchase orders.

*** Interface Modular Carpet and LVT roduct Source:**

Interface Americas, Inc.
1503 Orchard Hill Road
LaGrange, GA 30240
Tel: (800) 634-6032
Email: Orders@Interface.com

*** Interface Rubber and Vinyl Sheet Goods Flooring Product Source:**

nora Systems, Inc. (nora by Interface)
9 Northeastern Blvd
Salem, NH 03079
Tel: (800) 336-5096

CONTRACT PRICING AND PAYMENT GUIDE

Product Offering: All Interface branded modular carpet, LVT and rubber flooring is offered under this agreement. * Recently Launched Styles not listed here are available under this agreement

Product Pricing Structure: Contract pricing include Product cost only. Sales tax, shipping, California AB2398 Carpet Stewardship Assessment Fee (if applicable) and installation is not included. Sales or service taxes imposed on the dealer / contractor will be charged to the contract member for reimbursement

Freight / Shipping Terms: FOB Destination, prepaid and added to the invoice. Freight charges to be disclosed at the time of order. In major metropolitan urban areas such as New York City and its immediate environs, it is the Interface policy that an order ship to the dealer-contractor of the end-use customer's choice Contact your local Interface representative for a list of dealers in the State of New York area.

Member Payment Terms: Payment for Product is expected Net 30 Days according to the terms of the agreement, and payment for labor is due upon installation completion. When installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring Products.

Open Credit Account Terms: All contract members or dealers purchasing on behalf of the member desiring open credit with Interface will be required to supply a signed credit application prior to order submittal. A credit line will be established at the sole discretion of Interface's Credit Department. Open credit account terms for dealers sourcing material from Interface is Net 30. If the customer does not qualify for open credit, 100% payment is due before the material is shipped. A 3% fee will be added to all orders paid via a credit card

California AB2398 Carpet Stewardship Assessment Fee: Soft surface product pricing does not include the California AB2398 Carpet Stewardship Assessment Fee.
This fee will appear as a separate line item on invoices for soft surface products shipped to California locations.

Installation and Sundry Item Notes: The contract installation rates and sundry item prices contained in this agreement are guaranteed through InterfaceSERVICES, our in-house turn-key project management group. Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.

Interface

PRODUCT AND SERVICE PROVIDERS: InterfaceSERVICES, Inc. ("Supplier" Turn-key Division) 106 Northpoint Parkway, Suite 300 Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com or local dealers		Northeast Region: ME, VT, NH, MA, RI, CT, NJ, PA, DE		Mid-West Region: MD, VA, WV, KY, IN, OH, MI		Southeast Region: NC,TN, MS, AL, GA, SC		South Central Region: AR, OK, TX, LA		North Central Region: IL, MO, KS, NE, IA, WI, MN, SD, ND		Rockies: NM, AZ, NV, UT, CO, WY		West Coast Region: CA, OR, WA, ID, MT		State of New York	State of Florida	
INSTALLATION AND SUNDRY ITEMS	**UOM**	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate
Installation - Monday - Friday Standard 8 Hour Shift		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid	See Grid	
Installation - Monday - Friday Overtime (ADD ON)	% Added	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	50%	25%	50%
Installation - Saturday (ADD ON)	% Added	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	50%	25%	50%
Installation - Sunday & Holidays (ADD ON)	% Added	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	100%	35%	100%
* Project Management Fee (Not to Exceed) (% ADD ON)	% Added	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
Mark Up for Rental or Materials not listed (% ADD ON)	% Added	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	28%	20%	28%
Hourly Rate for Services Not Listed (non-overtime)	Hourly Rate	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$125.60	$89.70	$125.60
Custom Carpet Backing - ReadyBac (100SY Min Order)	$ Added	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15
Custom Carpet Backing - CQuest Bio (100SY Min Order)	$ Added	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60
Custom Carpet Backing - CushionBac Renew (100SY Min Order)	$ Added	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40
Installation - Interface Carpet Tile (Labor Only)	Sq. Yd.	$9.55	$13.40	$6.90	$9.70	$7.50	$10.50	$6.65	$9.30	$6.90	$9.70	$7.50	$10.50	$9.55	$11.20	$14.50	$7.50	$10.50
Installation - L I F T System Interface Carpet Tile Projects (labor only)	Sq. Yd.	$17.55	$24.60	$15.45	$21.60	$16.60	$23.20	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$17.55	$24.60	$24.60	$16.60	$23.20
Installation - Interface Luxury Vinyl Tile (labor only)	Sq. Ft.	$3.20	$4.45	$1.85	$2.60	$2.10	$2.90	$2.75	$3.80	$1.85	$2.60	$2.75	$3.80	$3.20	$5.25	$5.25	$2.10	$2.90
Installation - Nora by Interface Rubber Tile (labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Rubber Sheet Goods (labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Heat Welding Rubber Flooring (Labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Flash Coving Rubber Flooring (Labor only)	Ln. Ft.	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$20.70	$11.85	$14.75
Installation - Nora by Interface Rubber Dissipative Flooring (Labor Only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Resilient Wall Base (labor only)	Ln. Ft.	$1.75	$2.45	$1.65	$2.30	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.75	$2.45	$3.10	$1.40	$1.95
Installation - Nora by Interface Stair treads (labor only)	Ln. Ft.	$24.15	$33.85	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$24.15	$33.85	$33.85	$22.00	$30.80
Installation - Nora by Interface Stair nosing (labor only)	Ln. Ft.	$16.95	$23.70	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$16.95	$23.70	$23.70	$15.45	$21.60
Installation - VCT (Armstrong) (labor only)	Sq. Ft.	$1.65	$2.30	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.65	$2.30	$2.30	$1.40	$1.95
Removal - Carpet Tile (labor only)	Sq. Yd.	$2.45	$3.40	$2.20	$3.10	$3.35	$4.70	$2.20	$3.10	$2.20	$3.10	$2.45	$3.40	$2.45	$6.45	$7.20	$3.35	$4.70
Removal - Luxury Vinyl Tile (labor only)	Sq. Ft.	$1.30	$1.80	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$1.30	$1.60	$2.30	$0.75	$1.05
Removal - Rubber Tile (labor only)	Sq. Ft.	$1.30	$1.80	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$1.30	$1.80	$2.20	$0.75	$1.05
Removal - Rubber Sheet Goods (labor only)	Sq. Ft.	$2.15	$3.00	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$2.15	$3.00	$3.00	$1.50	$2.10
Removal - Rubber Sheet Goods (Stairs application) (labor only)	Sq. Ft.	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$2.20	$1.30	$1.80
Removal - VCT (labor only)	Sq. Ft.	$1.30	$1.80	$0.60	$0.85	$0.50	$0.65	$0.60	$0.85	$0.60	$0.85	$0.60	$0.85	$1.30	$1.80	$1.80	$0.50	$0.65
Removal - Broadloom direct glue down (labor only)	Sq. Yd.	$4.35	$6.05	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$4.35	$6.05	$7.20	$3.20	$4.50
Removal - Double Stick Installation (labor only)	Sq. Yd.	$4.85	$6.80	$4.40	$6.15	$6.70	$9.35	$4.40	$6.15	$4.40	$6.15	$4.40	$6.15	$4.85	$6.80	$14.10	$6.70	$9.35
Removal - Sheet Vinyl (labor only)	Sq. Ft.	$1.30	$1.80	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$1.30	$1.80	$2.20	$0.90	$1.25
Removal - Existing Cove Base (labor only)	Ln. Ft.	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.95	$0.60	$0.80
Removal - Existing Stair Tread	Ln. Ft.	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$7.50	$4.05	$5.65
Floor Prep - Removal of Existing Coating, Glue, and Mastic	Sq. Ft.	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.25	$1.80	$1.30	$1.80

Interface

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INSTALLATION AND SUNDRY ITEMS	**UOM**	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate
Floor Prep - (Minor) Skim Coating to 1/8 inch (Material & Labor)	Sq. Ft.	$0.90	$1.25	$0.90	$1.25	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.90	$1.45	$2.05	$0.75	$1.05
Floor Prep - Self leveling to 1/4 inch (Material & Labor)	Sq. Ft.	$2.10	$2.90	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$2.10	$2.90	$4.05	$1.75	$2.45
Floor Prep - (Extreme) Grind floor to receive flooring. (Material & Labor)	Sq. Ft.	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$3.75	$2.20	$3.10
Floor Prep - Moisture Mitigator / Self Level / Grinding. (Material & Labor)	Sq. Ft.	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$9.45	$3.65	$5.10
Floor Prep - 1/4 Inch Luan (Material & Labor)	Sq. Ft.	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$4.85	$3.45	$4.85
Reclamation Prep - Palletize/Shrink Wrap (Recyclable) Carpet for Recycling	Sq. Yd.	$2.80	$3.90	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$2.80	$2.65	$3.90	$1.65	$2.30
Reclamation Prep - Palletize/Shrink Wrap (Recyclable) Resilient Flooring for Recycling	Sq. Ft.	$0.30	$0.45	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.30	$0.45	$0.60	$0.20	$0.25
Reclamation Processing Fee - (Interface Brand) Carpet *Freight not included	Sq. Yd.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Reclamation Processing Fee - (Recyclable) Carpet *Freight not included	Sq. Yd.	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05
Reclamation Processing Fee - (Non-recyclable) Carpet Waste to Energy *Freight not included	Sq. Yd.	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
Reclamation Processing Fee - (Non-recyclable) Resilient Flooring Waste to Energy *Freight not included	Sq. Ft.	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
Freight Fees to Reclamation Facility - Full Truck Loads (Interface Brand) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Freight Fees to Reclamation Facility - Less Than Truck Load (Interface Brand) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60
Freight Fees to Reclamation Facility - (Recyclable) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05
Freight Fees to Reclamation Facility - (Non-recyclable) Carpet Waste to Energy *Reclamation Processing Fee not included	Sq. Yd.	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60
Freight Fees to Reclamation Facility - (Non-recyclable) Resilient Flooring Waste to Energy *Reclamation Processing Fee not included	Sq. Ft.	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
Disposal - Carpet (Non-recyclable)	Sq. Yd.	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$3.35	$2.40	$3.35
Disposal - Resilient Flooring (Non-recyclable)	Sq. Ft.	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.45	$0.30	$0.45
Furnish / Install - Resilient 4" Base (standard styles)	Ln. Ft.	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$5.15	$4.05	$2.60	$3.65
Furnish / Install - Resilient 6" Base (standard styles)	Ln. Ft.	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$5.20	$5.20	$3.05	$4.30
Furnish / Install - Transition Strips	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$8.05	$5.75	$8.05
Furnish / Install - Carpet to Tile Reducer (Mercer 165 or Similar)	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$8.05	$5.75	$8.05
Furnish / Install - Stair Tread (standard styles)	Ln. Ft.	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$49.95	$35.65	$49.95
Furnish / Install - Stair Nosing (standard styles)	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$16.30	$5.75	$8.05
Furnish / Install - Risers 8" (standard styles)	Ln. Ft.	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$12.50	$8.95	$12.50
Furnish / Install - Risers 9"(standard styles)	Ln. Ft.	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$12.50	$8.95	$12.50
Moisture Testing	Each	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$149.50	$177.10	$126.50	$177.10
Moisture Mitigation	Sq. Ft.	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$5.10	$3.65	$5.10
Conventional Furniture Moving (Light)	Sq. Yd.	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$8.90	$6.35	$8.90
Conventional Furniture Moving (Medium)	Sq. Yd.	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$12.25	$8.75	$12.25
VCT - Armstrong VCT (45 Sq. FT. per Carton)	Carton	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
Adhesive - Armstrong VCT Adhesive (4 Gal.)	Pail	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08
ITS99 Moisture Adhesive	Pail	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47

Interface

PRODUCT AND SERVICE PROVIDERS: InterfaceSERVICES, Inc. ("Supplier" Turn-key Division) 106 Northpoint Parkway, Suite 300 Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com or local dealers		Northeast Region: ME, VT, NH, MA, RI, CT, NJ, PA, DE		Mid-West Region: MD, VA, WV, KY, IN, OH, MI		Southeast Region: NC,TN, MS, AL, GA, SC		South Central Region: AR, OK, TX, LA		North Central Region: IL, MO, KS, NE, IA, WI, MN, SD, ND		Rockies: NM, AZ, NV, UT, CO, WY		West Coast Region: CA, OR, WA, ID, MT		State of New York	State of Florida	
INSTALLATION AND SUNDRY ITEMS	**UOM**	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate

The contract installation rates and sundry item prices contained in this agreement are guaranteed through InterfaceSERVICES, our in-house turn-key project management group.

****Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.**

Installation shall be in accordance with Interface's instructions and the Carpet and Rug Institute (CRI) Standards for Installation of Textile Floorcovering Materials (104 for Commercial/105 for Residential).

Installation rates are based on an open, empty office/ dormitory/quarters space on a "clean floor." A "clean floor" is one where the condition is appropriate to accept carpet with no additional preparation other than possibly sweeping clean.

All installation work is guaranteed for one year for any defect in workmanship and materials used to install the carpet.

The Interface branded flooring, adhesive and accessories may be invoiced seperately from installation services and sundry items.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kone Inc for elevator repairs at West Regional Library.
Capital services.

Amount of Contract:

$67,975.08

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 0302 Kone Agenda Package POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5357	2023	(3032) ARCHITECTURAL ENGINEERING	REPAIR ELEVATORS AT WEST REGIONAL LIBRARY (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$67,975.08	(273592) KONE, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005357-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KONE INC	ARCHITECTURAL ENGINEERING
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/13/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	ELEVATORS: FURNISH & INSTALL ELEVATOR SOFT STARTER AND UPGRADED HYDRA MORRIS HYDRAULIC VALVE FOR THREE (3) ELEVATORS AT WEST REGIONAL LIBRARY AS PER YOUR QUOTE BY KERRTY DUPREE DATED 1-26-2023 AND ASPER OMNIA CONTRACT GENRL-EV2516. Additional Description Notes --- FOR QUESTIONS CONTACT M. THOMAS @251.208.7519	3.00 EACH	22658.36000	67975.08
1	2000.80.00.0000.0000.0000.0000.0000.42140. E C0831 .NONCONTRCT. .			67975.08

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00005357-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42140. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/13/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			67975.08

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0831	.NONCONTRCT.	.	67975.08	24.92

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.	67975.08	

CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/06/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	02/06/23	CASSIE BOATWRIGHT	
Rejected	02/06/23	BRENDA RHODES	can't be charged directly from
Approved	02/13/23	BRENDA RHODES	
Approved	02/13/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/13/23	RELYA MALLORY	Auto approved by: 910511034
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____

Bill To	Requisition 00005357-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
KONE INC	ARCHITECTURAL ENGINEERING
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/13/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Signature

KONE

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

Overview

Contract Documentation

Contract Highlights

Success Stories

KONE Care

Modernization

24/7 Connected Services

Safety

New Construction

FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO

Contract Number: EV2516

December 1, 2018 through November 30, 2024
Option to renew (5) additional (1) year periods

Executive Summary

- Executive Summary

Contract Documents

- Contract EV2516
- EV2516 Terms & Conditions
- EV2516 Attachment D: Scope of Services
- EV2516 Attachment F: Insurance
- EV2516 Exhibit 4

RFP Documents

- RFP EV2516
- RFP EV2516 Addendum 1
- RFP Posting Document

Response Evaluation

- AZ Compliance

REQUEST CONTRACT INFORMATION

Health and Well-being Solutions



CITY OF KANSAS CITY CONTRACT

UNIVERSITY OF CALIFORNIA CONTRACT

FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

C. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor's proposal shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone:(816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523

E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;

   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and

   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and

   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and

   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.

3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:

   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

"Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516
Attachment B – Proposer Response dated June 8, 2018
Attachment C - Clarification Questions and Answers
Attachment D - Scope of Services revised per Clarification Questions
Attachment E - Facility Repair and Maintenance Contract Part II
i. Exhibit 1: City of Kansas City Special Requirements
ii. Exhibit 2: City of Kansas City Pricing Schedule
iii. Exhibit 3: National Pricing Schedule
iv. Exhibit 4: Participating Public Agency Service Level Agreement
Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions
00450 HRD 8: Contractor Utilization Plan/Request for Waiver
00450.01 Letter of Intent to Subcontract
00460 HRD 10: Timetable for MBE/WBE Utilization
00470 HRD 11: Request for Modification or Substitution
00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25
County – Cass, Clay, Jackson, Platte or Ray
Work Type: State – Heavy
State – Building
Division of Labor Standards Rules & Regulations
01290.08 Wage Rate Verification Questionnaire
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date: NOV 19, 2018

By: _____

Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI
By: Cedric Rowan

Title: Manager of Procurement Services

Approved as to form:

_____
Assistant City Attorney

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mobile Area Water and Sewer System for meters and hookup fees for restroom improvements at Langan Park.
Capital construction.

Amount of Contract:

$17,110.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230302 MAWSS Agenda Package POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6471	2023	(3032) ARCHITECTURAL ENGINEERING	METERS AND HOOKUP FEES AND SERVICES FOR LANGAN PARK RESTROOM IMPROVEMENTS (AL CODE 41-16-51(A)(13) SOLE SOURCE; AGO 2008-093 OTHER GOVT AGENCY)	$17,110.00	(138351) MOBILE AREA WATER AND SEWER SYSTEM

Adopted:

_____

City Clerk

Bill To	Requisition 00006471-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
MOBILE AREA WATER AND SEWER SYSTEM ATTN COMBINED BILLING DEPT P O BOX 180249 MOBILE, AL 36618-0249 Tel#251-694-3192	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	138351	02/28/23			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	SERWER WORK & NEW METERS FOR LANGAN PARK, NORTH SIDE OF LAKE; PARCEL #R022802104000115. TO INCLUDE WASTEWATER CAPACITY REVIEW APPLICATION-$300.00, WATER METER(8" METER FOR MONITORING)-$8,000.00, WATER METER (2" EXISTING RELOCATE BY CONTRACTOR)-$0, WATER METER (1.5" NEW RESTROOM FACILITIES)-$700.00, WATER CAPACITY FEE-$1,400.00, SEWER AREA FEE (ADDITIONAL LATER FOR PARK)-$2,710.00, SEWER CAPACITY FEE(NEW RESTROOM FACILITIES)-$3,600.00, AND PERMIT FEE (WATER $150.00 & SEWER $250.00) AS PER YOUR QUOTE DATED DECEMBER 6, 2022 BY ALLEN H. TYREE, JR. Additional Description Notes --- PER YOUR ATTACHED EMAIL-12/6/22 CONTACT: ALLEN TYREE atyree@mawss.com FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @ 251.208.7635	1.00 LOT	17110.00000	17110.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0531 .CONSTRUCTN. .			17110.00

Bill To	Requisition 00006471-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
MOBILE AREA WATER AND SEWER SYSTEM	ARCHITECTURAL ENGINEERING
ATTN COMBINED BILLING DEPT	205 GOVERNMENT STREET
P O BOX 180249	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36618-0249	
Tel#251-694-3192	Delivery Reference
	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	138351	02/28/23			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 17110.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0531 .CONSTRUCTN. .	17110.00	14027.02

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	17110.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/28/23	GREGG BLAIZE	Auto approved by: 910519420

Bill To	Requisition 00006471-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
MOBILE AREA WATER AND SEWER SYSTEM ATTN COMBINED BILLING DEPT P O BOX 180249 MOBILE, AL 36618-0249 Tel#251-694-3192	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	138351	02/28/23			ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/28/23	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	02/28/23	CASSIE BOATWRIGHT			
	Approved	02/28/23	BRENDA RHODES			
	Approved	02/28/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	02/28/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	03/02/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	03/02/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/02/23	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	03/02/23	JOHN PAINE			
	Approved	03/02/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide various renovations and improvements to 200 Government Street building

Amount of Contract:

$572,576.00

Funding Source

Project # 200 Government Street - Third Floor Renovations MX-068-22

Discretionary Funds

Project String C0829 - 200 Government St Bldg Improv (20002000-48010)

Contract Number:4338

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
MX-068-22 200 Government Street - Third Floor Renovations	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/28/2023 - 2:12 PM
Capital	Rhodes, Brenda	Approved	2/28/2023 - 4:15 PM
Legal	Kern, Chris	Approved	2/28/2023 - 5:22 PM
Mayors	Montgomery, Brandi	Approved	3/2/2023 - 2:11

Office PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	ROGERS & WILLARD, INC.
Project Name:	200 GOVERNMENT STREET – THIRD FLOOR RENOVATIONS
Project Number:	MX-068-22
Amount:	$572,576.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0829 – 200 GOVERNMENT ST BLDG IMPROV

CAPITAL PROJECT #: C0829 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-068-22

CONTRACT AMOUNT: $572,576.00

PROJECT DESCRIPTION: TO PERFORM VARIOUS MODIFICATIONS & IMPROVEMENTS TO THE 3rd FLOOR OF 200 GOVERNMENT STREET BUILDING.

VENDOR NAME: ROGERS & WILLARD, INC.

VENDOR NUMBER: 294273

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 2/28/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827
Contact: David M. Cordingly

and the Contractor:
(Name, legal status, address and other information)

Rogers & Willard, Inc.
550 St. Michael Street
Mobile, Alabama 36602
Contact: Michael Rogers, President

Alabama General Contractor Number: 18844
City of Mobile Business License Number: 33130
Secretary of State Registration Number: 000-144-526

for the following Project:
(Name, location and detailed description)

200 Government Street – Third Floor Renovations
200 Government Street
Mobile, Alabama 36602
MX-068-22

This project consists of various modifications and improvements to the 3rd floor of the 200 Government Street building. Modifications include installation of partition walls to create individual offices, replacement of flooring, installation of new ceiling system, restroom and elevator refinishing, HVAC upgrades, and repainting.

The Architect:
(Name, legal status, address and other information)

dakinstreet architects, llc
52 Bienville Avenue
Mobile, Alabama 36606
Contract: Steve Stone

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1516728934)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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User Notes: (1516728934)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars ($572,576.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$556,571.00
Contingency Allowance:	$ 10,000.00
Alternate #2:	$ 6,005.00
Total Contract Sum:	$572,576.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #2: Elevator Refinishing	$6,005.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency Allowance	$10,000.00

Contingency Allowance: Ten thousand dollars and 00/100 Dollars ($10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. N/A		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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User Notes:
(1516728934)

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA

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COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rogers & Willard, Inc. has completed the contract for 200 Government Street – Third Floor Renovations (MX-068-22), 200 Government Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Michael Rogers, President
Rogers & Willard, Inc.
550 St. Michael Street
Mobile, Alabama 36602
(251) 479-2675
Email: mrogers@rogerswillard.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

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A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury & Property Damage	$1,000,000 combined single limit

4. Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury & Property damage	$1,000,000 combined single limit

6. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

7. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication, or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

8. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

9. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by

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the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor as modified

.2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings
See Exhibit "B", the List of Drawings and Specifications
(Table deleted)

.4 Specifications
See Exhibit "B", the List of Drawings and Specifications
(Table deleted)

(Table deleted)

.5 Addenda, if any:

Number	Date
Addendum #1	01/11/2023
Addendum #2	01/20/2023
Addendum #3	01/25/2023

(Paragraphs deleted)
Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2 [ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Scope of Work
Exhibit B – List of Drawings and Specifications
Exhibit C – Contractor's Bid Proposal Packet
Exhibit D – Consultant's Award Recommendation

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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User Notes:
(1516728934)

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor:

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

CONTRACTOR *(By Signature)*

Michael Rogers, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF AL
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Michael Rogers as President of Rogers & Willard, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 27th day of February, 2023.

NOTARY PUBLIC
My Commission Expires: 5/22/23

SAMANTHA HEPSTALL NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MAY 22, 2023

Init.

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User Notes:
(1516728934)

dakinstreetarchitects
architecture | interior design

February 06, 2023

David Cordingly
City of Mobile

Re: Acknowledgment of Accepted Low Bidder General Contractor for the
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-13

David,

Regarding the Bid for the above-referenced project, the bid opening was Wednesday, January 25th, 2023 at 2:00 pm. Six bids were received from the following General Contractors, in order of lowest to highest:

BIDDER	TOTAL BID + ALTERNATE
BCM Morring	$512,690.00
Empire Builders Group	$532,168.00
Rogers & Willard	$572,576.00
Tindle Construction	$586,985.00
Green-Simmons	$610,000.00
Sycamore Construction	$694,500.00

Per the City of Mobile's direction, the Apparent Low Bidder, BCM Morring was removed from selection due to a missing Disadvantaged Business Enterprise form at the time of Bid.

Per the City of Mobile's direction, the next Apparent Low Bidder, Empire Builders Group was removed from selection, coming in $19,478.00 above the lowest bid, due to not adequately demonstrating or providing documentation to show a good faith effort to engage Disadvantaged Business Enterprises.

Therefore, the next Apparent Low Bidder, Rogers & Willard, coming in $59,886.00 above the lowest bid, was determined to have shown good faith to engage Disadvantaged Business Enterprises and has thus been selected by the City of Mobile.

dakinstreet architects acknowledges this decision by the City of Mobile.

Regards,

Steve Stone
Principal
dakinstreet architects



200 GOVERNMENT STREET – 3RD FLOOR RENOVATION

City of Mobile Project No. MX-068-22

The Work of this Project consists of various modifications and improvements to the 3rd floor of the 200 Government Street Building. Modifications include installation of new partition walls and doors to create individual offices; replacement of flooring; installation of new ceiling system; restroom and elevator refinishing; electrical, lighting, data/network, and HVAC upgrades; and repainting.

END OF SCOPE OF WORK

DRAWING INDEX

G1.0	SITE PLAN, VICINITY MAP, DRAWING INDEX, AND GENERAL NOTES
G1.1	BUILDING CODE SUMMARY
G1.2	ACCESSIBILITY STANDARDS
G1.3	ACCESSIBILITY STANDARDS
G1.4	COMPLIANCE ALTERNATIVE REPORT
LS1.1	LIFE SAFETY PLAN
AD1.1	DEMOLITION PLAN
A1.1	PROPOSED FLOOR PLAN
A1.2	REFLECTED CEILING PLAN
A1.3	FINISH PLAN AND SCHEDULES
A1.3	DOOR AND HARDWARE SCHEDULES, PARTITION TYPES, AND NOTES
A1.4	INTERIOR ELEVATIONS
A1.5	INTERIOR ELEVATIONS
A1.6	DOOR SCHEDULE AND PARTITION TYPES
A1.7	SECTIONS
FP1.0	FIRE PROTECTION : LEGEND, NOTES, AND ABBREVIATIONS
FP2.0	FIRE PROTECTION : DEMOLITION PLAN
FP3.0	FIRE PROTECTION : NEW WORK PLAN
M1.0	MECHANICAL : LEGEND, NOTES, AND ABBREVIATIONS
M2.0	MECHANICAL : DEMOLITION PLAN
M3.0	MECHANICAL : NEW WORK PLAN
M3.1	MECHANICAL : NEW WORK ROOF PLAN
M4.0	MECHANICAL : DETAILS
M5.0	MECHANICAL : SCHEDULES
M5.1	MECHANICAL : SCHEDULES
E1.1	ELECTRICAL LEGEND AND ABBREVIATIONS
E1.2	ELECTRICAL SPECIFICATIONS
E2.1	ELECTRICAL EXISTING LIGHTING PLAN
E2.2	ELECTRICAL EXISTING POWER PLAN
E2.3	ELECTRICAL EXISTING FIRE ALARM PLAN
E2.4	ELECTRICAL EXISTING MECHANICAL POWER PLAN
E3.1	ELECTRICAL NEW WORK LIGHTING PLAN
E3.2	ELECTRICAL NEW WORK POWER PLAN
E3.3	ELECTRICAL NEW WORK FIRE ALARM PLAN
E3.4	ELECTRICAL NEW WORK MECHANICAL POWER PLAN
E4.1	ELECTRICAL DETAILS & SCHEDULES

SPECIFICATION INDEX

SECTION	DOCUMENT NAME
BIDDING AND CONTRACT REQUIREMENTS:	
SECTION 000100	INVITATION TO BID
SECTION 000200	INSTRUCTIONS TO BIDDERS - AIA Document A701
SECTION 000410	BID FORM
SECTION 000600	BONDS, CERTIFICATES AND AFFIDAVITS
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (sample)
	Contractor Information Regarding Qualified Minority Individuals
	Supplemental Attachment for ACORD Certificate of Insurance - AIA Document G715
	Application and Certificate for Payment - AIA Document G702 and AIA Document G703
	Certificate of Substantial Completion – AIA Document G704 - 2000
	Contractor's Affidavit of Payment of Debts & Claims - AIA Document G706
	Contractor's Affidavit of Release of Liens - AIA Document G706A
	Consent of Surety to Final Payment - AIA Document G707
SECTION 000700	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – AIA Document A201 (modified)

SECTION	DOCUMENT NAME

DIVISION 1: **GENERAL REQUIREMENTS**

SECTION 001010	SUMMARY OF THE WORK
SECTION 001210	ALLOWANCES
SECTION 001330	SUBMITTAL PROCEDURES
SECTION 002411	SELECTIVE DEMO
SECTION 012300	ALTERNATES
SECTION 012500	SUBSTITUTION PROCEDURES
SECTION 017300	EXECUTION
SECTION 017700	CLOSEOUT PROCEDURES
SECTION 017823	OPERATION AND MAINTENANCE DATA
SECTION 017839	PROJECT RECORD DOCUMENTS
SECTION 017900	DEMONSTRATION AND TRAINING

DIVISION 2: **EXISTING CONDITIONS**

SECTION 024119	SELECTIVE DEMOLITION

DIVISION 3: **CONCRETE (N/A)**
DIVISION 4: **MASONRY (N/A)**
DIVISION 5: **METALS (N/A)**

DIVISION 6: **WOODS, PLASTICS & COMPOSITES**

SECTION 061000	ROUGH CARPENTRY
SECTION 062023	FINISH CARPENTRY

DIVISION 7: **THERMAL AND MOISTURE PROTECTION (N/A)**

DIVISION 8: **OPENINGS**

SECTION 081113	HOLLOW METAL FRAMES
SECTION 081416	FLUSH WOOD DOORS

DIVISION 9: **FINISHES**

SECTION 092900	GYPSUM BOARD
SECTION 096519	RESILIENT FLOORING
SECTION 096813	TILE CARPETING
SECTION 099123	INTERIOR PAINTING

DIVISION 10: **SPECIALTIES (N/A)**
DIVISION 11: **EQUIPMENT (N/A)**
DIVISION 12: **FURNISHINGS (N/A)**
DIVISION 13: **SPECIAL CONSTRUCTION (N/A)**
DIVISION 14: **CONVEYING EQUIPMENT (N/A)**
DIVISION 21: **FIRE SUPPRESSION** (SEE FP DRAWINGS)

DIVISION 22: **PLUMBING (N/A)**
DIVISION 23: **MECHANICAL**

SECTION 210000	FIRE PROTECTION GENERAL
SECTION 210010	CODES AND STANDARDS
SECTION 211313	WET PIPE SPRINKLER SYSTEM
SECTION 230000	HVAC GENERAL
SECTION 230010	CODES AND STANDARDS
SECTION 230020	HVAC RELATED WORK
SECTION 230513	MOTORS
SECTION 230517	SLEEVES AND SLEEVE SEALS
SECTION 230526	ACCESS DOORS
SECTION 230529	HANGERS AND SUPPORTS
SECTION 230548	VIBRATION ISOLATION
SECTION 230553	HVAC IDENTIFICATION
SECTION 230590	STARTUP REQUIREMENTS FOR HVAC SYSTEMS
SECTION 230593	TESTING, ADJUSTING, AND BALANCING
SECTION 230713	DUCT INSULATION
SECTION 233113	METAL DUCTWORK
SECTION 233400	FANS
SECTION 233713	DIFFUSERS, REGISTERS, AND GRILLES
SECTION 234100	AIR FILTRATION
SECTION 238126	SPLIT-SYSTEM AIR CONDITIONING UNITS

DIVISION 26: **ELECTRICAL** (SEE E DRAWINGS)
DIVISION 27: **COMMUNICATIONS (N/A)**
DIVISION 28: **ELECTRONIC SAFETY AND SECURITY (N/A)**
DIVISION 31: **EARTHWORK (N/A)**
DIVISION 32: **EXTERIOR IMPROVEMENTS (N/A)**
DIVISION 33: **UTILITIES (N/A)**

ADDENDUM NUMBER ONE
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-22

Date: January 11, 2023

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Direct any questions, comments or discrepancies to Steve Stone at steve@dakinsteet.com.

PART 1 - GENERAL CHANGES

1.01 **The Bids Due Date shall hereby be changed.** Sealed Bids will be received and clocked in until 2:15 PM local time, **Wednesday, the 25th day of January, 2023** in the office of the City Clerk, Government Plaza, 9th Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602.

1.02 When a change is shown on a drawing, in a specification section or in a Document, keep that change consistent through all drawings, specifications and Documents.

1.03 The City of Mobile shall provide the sprinkler flow test.

1.04 For clarification, the existing roof appears to be a built-up rolled bitumen roof. We have included existing photos in the dropbox for visual reference. Contractors are also welcome to schedule getting up on the roof to inspect if needed.

PART 2 - CHANGES TO THE FORMS AND CONDITIONS (N/A)

PART 3 - CHANGES TO THE SPECIFICATIONS (N/A)

PART 4 - CHANGES TO THE DRAWINGS

4.01 Refer to attached drawing "A-1", entitled "GOVERNMENT STREET 3RD FLOOR – FURNITURE", dated January 3, 2023. The furniture package shall be included in the base bid.

4.02 Refer to Sheet A1.6 "Partition Types". The wall sound insulation shall be Rockwool "Safe n Sound" 3 inch Fire Resistant Stone Wool Batt or approved equal.

4.03 Refer to Sheet A1.2 "Reflected Ceiling Plan". The Basis of Design acoustic tile for all areas shown shall be the following to match building standards:

A. Basis-of-Design Product: Subject to compliance with requirements, provide "Armstrong, Ultima, #1911" or comparable product by one of the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation
   3. Chicago Metallic Corporation
   4. USG Interiors, Inc.; Subsidiary of USG Corporation

B. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
   1. Type and Form: Type IV, wet-formed mineral fiber with vinyl-faced membrane; Form 2,
   2. Pattern: E.
C. Color: White,
D. LR: Not less than 0.90.
E. Edge/Joint Detail: Tegular
F. Thickness: 3/4 inch.
G. Modular Size: 24 by 24 inches.

4.04 Refer to Sheet A1.2 "Reflected Ceiling Plan". The Basis of Design above-ceiling acoustic insulation above all acoustic tile shall be unfaced Mineral-Fiber Blanket Insulation: BLANKETS WITHOUT MEMBRANE FACING, MINIMUM R-VALUE: R-19

4.05 Cross-referencing across all sheets and specifications, **"Alternate #1"** shall be omitted from the bid documents. In lieu of that proposed restroom work, only **painting of the two existing restrooms is to be included in the base bid.**

4.06 Cross-referencing across all sheets and specifications, **"Alternate #2" shall consist of sanding the existing elevator cab walls and re-staining with 4 coats of polyurethane, removing the existing tile flooring and mortar and providing a new porcelain tile floor. Basis-of-Design for the porcelain tile shall be included in a subsequent addendum.**

H. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram- negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

I. Suspension System: Armstrong Prelude XL 15/16 Exposed Tee

PART 5 – ATTACHMENTS (N/A)

END OF ADDENDUM

ADDENDUM NUMBER TWO
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-22

Date: January 20, 2023

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Direct any questions, comments or discrepancies to Steve Stone at steve@dakinsteet.com.

PART 1 - GENERAL CHANGES

1.01 THIS ADDENDUM AND ITS ATTACHEMENTS CONSISTS OF 112 TOTAL PAGES

1.02 When a change is shown on a drawing, in a specification section or in a Document, keep that change consistent through all drawings, specifications and Documents

1.03 The period of construction shall be 90 calendar days from the execution of contract.

1.04 **To clarify, the cosmetic work in the elevator shall be included under "Alternate #2", per the scope listed in Addendum #1. Alternate #1 has been omitted per Addendum #1.**

1.05 **RESCINDING the direction of Section 4.01 of Addendum #1**, the furniture and signage package shall NOT be included in the base bid. These items shall now be Owner furnished and Owner Installed.

1.06 Signage is to be Owner Furnished and Owner Installed.

PART 2 - CHANGES TO THE FORMS AND CONDITIONS (N/A)

PART 3 - CHANGES TO THE SPECIFICATIONS

3.01 The basis of design for the storage locker shall be

SOUTHWEST SOLUTIONS GROUP, INC

a. SIX COMPARTMENT FLUSH MOUNT WALL PISTOL LOCKERS WITH MASTER KEY LOCKS, 25" WIDE X 6-1/2" DEEP X 20-1/8" HIGH, MODEL #SMS-72-EDHGF06M, COLOR: TO BE SELECTED BY OWNER DURING SUBMITTAL PROCESS.

3.02 The basis of design for door sets shall be

Yale 8800 series, mortise lock set. Lock cylinders are 7 pin Interchangeable core capable from Best or Falcon. Cores are Best brand.

3.03 Level of gypsum board finish to be Level 4, typical.

3.04 All references to an Energy Management System in Section 230020-4 shall be omitted.

3.05 All references to Kitchen Exhaust Ducts in Sections 233113-4, 233300-3, 233400-2, etc., shall be omitted.

3.06 Specification Section 230020 "HVAC RELATED WORK" added.

3.07 Specification Section 233113 "METAL DUCTWORK" added.

3.08 Specification Section 233300 "DUCTWORK ACCESSORIES" added.

3.09 Specification Section 233400 "FANS" added.

3.10 See Part 5 "ATTACHMENTS" for full list of Forms provided as attachment.

PART 4 - CHANGES TO THE DRAWINGS

4.01 Drawing "A-1", entitled "GOVERNMENT STREET 3RD FLOOR – FURNITURE", dated January 3, 2023, previously included in Addendum #1, shall only be used for reference and the furniture package **shall NOT be included in the base bid.**

4.02 Refer to Drawing "A-3", entitled "200 GOVERNMENT STREET 3RD FLOOR – NEW FLOORING LAYOUT", dated December 22, 2022. Flooring and base colors and locations are described for reference.

PART 5 – ATTACHMENTS (N/A)

5.01 Sheet "A-3" "NEW FLOORING LAYOUT", dated December 19, 2022.
5.02 AIA A701 Instructions to Bidders
5.03 Accounting of Sales Tax Form
5.04 City of Mobile Subcontracting and Major Supplier Form
5.05 Cover for Agreement
5.06 Draft AIA Agreement
5.07 Performance Bond
5.08 E-Verify Documentation
5.09 Application and Certification for Payment
5.10 Continuation Sheet
5.11 DBE Utilization Report
5.12 Certificate of Substantial Completion Sample
5.13 Affidavit of Payment of Debits & Claims Sample
5.14 Affidavit of Release of Liens Sample
5.15 Consent of Surety to Final Payment Sample
5.16 Vendor Information Form Sample
5.17 Specification Section 230020 "HVAC RELATED WORK"
5.18 Specification Section 233113 "METAL DUCTWORK"
5.19 Specification Section 233300 "DUCTWORK ACCESSORIES"
5.20 Specification Section 233400 "FANS"
5.21 AIA 201 General Conditions

END OF ADDENDUM

ADDENDUM NUMBER TWO
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-22

Date: January 20, 2023

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Direct any questions, comments or discrepancies to Steve Stone at steve@dakinsteet.com.

PART 1 - GENERAL CHANGES

1.01 When a change is shown on a drawing, in a specification section or in a Document, keep that change consistent through all drawings, specifications and Documents

1.02 The period of construction shall be 90 calendar days from the execution of contract.

1.03 **To clarify, the cosmetic work in the elevator shall be included under "Alternate #2", per the scope listed in Addendum #1. Alternate #1 has been omitted per Addendum #1.**

1.04 **RESCINDING the direction of Section 4.01 of Addendum #1**, the furniture and signage package shall NOT be included in the base bid. These items shall now be Owner furnished and Owner Installed.

1.05 Signage is to be Owner Furnished and Owner Installed.

PART 2 - CHANGES TO THE FORMS AND CONDITIONS (N/A)

PART 3 - CHANGES TO THE SPECIFICATIONS

3.01 The basis of design for the storage locker shall be

SOUTHWEST SOLUTIONS GROUP, INC

a. SIX COMPARTMENT FLUSH MOUNT WALL PISTOL LOCKERS WITH MASTER KEY LOCKS, 25" WIDE X 6-1/2" DEEP X 20-1/8" HIGH, MODEL #SMS-72-EDHGF06M, COLOR: TO BE SELECTED BY OWNER DURING SUBMITTAL PROCESS.

3.02 The basis of design for door sets shall be

Yale 8800 series, mortise lock set. Lock cylinders are 7 pin Interchangeable core capable from Best or Falcon. Cores are Best brand.

3.03 Level of gypsum board finish to be Level 4, typical.

3.04 All references to an Energy Management System in Section 230020-4 shall be omitted.

3.05 All references to Kitchen Exhaust Ducts in Sections 233113-4, 233300-3, 233400-2, etc., shall be omitted.

3.06 Specification Section 230020 "HVAC RELATED WORK" added.

3.07 Specification Section 233113 "METAL DUCTWORK" added.

3.08 Specification Section 233300 "DUCTWORK ACCESSORIES" added.

3.09 Specification Section 233400 "FANS" added.

3.10 See Part 5 "ATTACHMENTS" for full list of Forms provided as attachment.

PART 4 - CHANGES TO THE DRAWINGS

4.01 Drawing "A-1", entitled "GOVERNMENT STREET 3RD FLOOR – FURNITURE", dated January 3, 2023, previously included in Addendum #1, shall only be used for reference and the furniture package **shall NOT be included in the base bid.**

4.02 Refer to Drawing "A-3", entitled "200 GOVERNMENT STREET 3RD FLOOR – NEW FLOORING LAYOUT", dated December 22, 2022. Flooring and base colors and locations are described for reference.

PART 5 – ATTACHMENTS (N/A)

5.01 Sheet "A-3" "NEW FLOORING LAYOUT", dated December 19, 2022.
5.02 AIA A701 Instructions to Bidders
5.03 Accounting of Sales Tax Form
5.04 City of Mobile Subcontracting and Major Supplier Form
5.05 Cover for Agreement
5.06 Draft AIA Agreement
5.07 Performance Bond
5.08 E-Verify Documentation
5.09 Application and Certification for Payment
5.10 Continuation Sheet
5.11 DBE Utilization Report
5.12 Certificate of Substantial Completion Sample
5.13 Affidavit of Payment of Debits & Claims Sample
5.14 Affidavit of Release of Liens Sample
5.15 Consent of Surety to Final Payment Sample
5.16 Vendor Information Form Sample
5.17 Specification Section 230020 "HVAC RELATED WORK"
5.18 Specification Section 233113 "METAL DUCTWORK"
5.19 Specification Section 233300 "DUCTWORK ACCESSORIES"
5.20 Specification Section 233400 "FANS"
5.21 AIA A101 Sample Contract

END OF ADDENDUM

ADDENDUM NUMBER THREE
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-22

Date: January 25, 2023

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Direct any questions, comments or discrepancies to Steve Stone at steve@dakinsteet.com.

PART 1 - GENERAL CHANGES (N/A)

PART 2 - CHANGES TO THE FORMS AND CONDITIONS (N/A)

PART 3 - CHANGES TO THE SPECIFICATIONS (N/A)

PART 4 - CHANGES TO THE DRAWINGS

4.01 In lieu of the specified **2x4 wood studs @ 16" O.C. , 3 5/8" x 25ga Metal Studs @ 16" O.C.** may be used.

PART 5 – ATTACHMENTS (N/A)

END OF ADDENDUM

SECTION 00410 - BID FORM

The following Bid Form shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box l827, Mobile, AL, 36633

REF: PROJECT NAME: 200 Government Street Third Floor Renovations

PROJECT NO.: MX-068-22

PROJECT LOCATION: 200 Government Street, Mobile, AL 36633

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by dakinstreet architects and dated Dec. 16, 2022; and all Addendum(a) Number(s) 1-3, dated 1/11/23 & 1/20/23 & 1/25/23, 2022.

(CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Rogers & Willard Inc.

ADDRESS: 550 St Michael Street, Mobile, AL 36602

PHONE 251-479-2675

ALABAMA GENERAL CONTRACTOR LICENSE NO. 18844

CITY OF MOBILE BUSINESS LICENSE NO. 33130

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. 144-526

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [x] (A Corporation)

[ ] (A Partnership)

[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for one hundred twenty (120) days from the date of the Notice to Proceed.

Base Bid: $ 556,571.00

Total Allowance: + $ 10,000.00

Total Base Bid: $ 566,571.00
(Fill in here and in Total Base Bid below)

TOTAL BASE BID: Five Hundred Sixty Six Thousand

Five Hundred Seventy One Dollars, ($ 566,571.00)
(Amount in Words) (Amount in Figures)

Alternate #2 Elevator Refinishing $6,005.00

ALLOWANCES: $10,000 lump sum Allowance shall be included in the Total Base Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

ROGERS & WILLARD INC. CORPORATE SEAL 1991 STATE OF ALABAMA

COMPANY NAME: Rogers & Willard Inc.
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Mike Rogers
(Printed or Typed)

TITLE President **DATE** 1/25, **2023**
(Printed or Typed)

Sworn to and subscribed before me this 25 day of January 2023

_____
Notary Public

SAMANTHA HEPSTALL NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MAY 23, 2023

Attachments: 1. Bid Security, with Power of Attorney.
2. Secretary of State Authorization (Out of State Bidder only).

END OF SECTION 00410

CITY OF MOBILE
MX-068-22
200 GOVERNMENT STREET
THIRD FLOOR RENOVATIONS
#

PROJECT NO.

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00 41 00
SALES TAX FORM C-3A

To: City of Mobile

Date: 1/25/2023

Name of Project: 200 GOVERNMENT STREET – THIRD FLOOR RENOVATIONS
Project Number: MX-068-22

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX

AMOUNT

BASE BID:
$ 19,577.00

ADD ALT. #1:
$ N/A

ADD ALT. #2:
$ 207.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder: Rogers & Willard Inc.

Mailing Address: 550 St. Michael Street, Mobile, AL 36602

***By (Legal Signature):** Michael Rogers

*Name (type or print): Michael Rogers

*Title: President

Telephone Number: 251-479-2675

(Seal) ROGERS & WILLARD, INC. CORPORATE SEAL 1991 STATE OF ALABAMA

SALES TAX FROM C-3A
#

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Rogers & Willard Inc.
Address	550 St. Michael Street, Mobile, AL 36602
Telephone	251-479-2675
E-Mail	bdavis@rogerswillard.com

RFP/RFQ Solicitation Number	mx-068-22
Project Description	200 Government Street 3rd Floor Renovations
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 26 Female 11 Minority 2 Non-minority 35 Vets _____ Total #of Employees 37

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Mike Rogers

Signature: Michael C Rogers Date: 1/25/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Michelle Thompson Title: Administrator

E-mail:_ Phone: mthompson@rogerswillard.com

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # mx-068-22 Your Bid/Proposal Amount $ 566,571.00 Date: 1 / 25 / 23

Description 200 Government Street, Mobile, AL 36602

Name of Bidder/Proposer: Rogers & Willard Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
none specified						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Rogers & Willard Inc.

Contact Person: Leah Dees Phone 251-479-2675 Email ldees@rogerswillard.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
x		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
x		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
x		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
x		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	x	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
x		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
x		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

x		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
x		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
x		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
x		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

x
_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

x
_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. solicited through our public online portal.

Suggestions or comments to improve this program. _____

Alabama Secretary of State

Rogers & Willard, Inc.	
Entity ID Number	000 - 144 - 526
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/01/1991
Registered Agent Name	ROGERS, MICHAEL C JR
Registered Office Street Address	451 ST. LOUIS ST. MOBILE, AL 36602
Registered Office Mailing Address	451 ST. LOUIS ST. MOBILE, AL 36602
Nature of Business	GENERAL CONSTRUCTION BUSINESS
Capital Authorized	$100
Capital Paid In	---
Incorporators	
Incorporator Name	MCALEER, PATRICK A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ROGERS, MIKE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	01/19/1993
Legal Name Changed From	McAleer-Rogers, Inc.
Transaction Date	12/27/1995
Legal Name Changed From	McAleer-Rogers-Willard, Inc.

Rogers & Willard, Inc.	
Transaction Date Miscellaneous Filing Entry	12/27/2000 CANCELLATION OF REACQUIRED SHARES
Transaction Date Registered Agent Changed From	07/16/2007 MCALEER, PATRICK A 7068 AIRPORT BLVD MOBILE, AL 36670
Transaction Date Capital Amounts Changed From	08/17/2009 $10,000 Authorized --- Paid In
Transaction Date Miscellaneous Filing Entry	08/17/2009 AMENDMENT FILED
Transaction Date Registered Agent Changed From	12/06/2021 ROGERS, MICHAEL C JR 3005 MILL STREET MOBILE, AL 36607

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/01/1991 Certificate of Formation 6 pgs.
Document Date / Type / Pages	01/19/1993 Legal Name Change 4 pgs.
Document Date / Type / Pages	12/27/1995 Legal Name Change 3 pgs.
Document Date / Type / Pages	12/27/2000 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	07/16/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/17/2009 Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	12/06/2021 Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 352599

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Rogers & Willard, Inc.**	
Julie Beall	
Name (Please Type or Print)	Title
Electronically Signed	08/23/2010
Signature	Date 8-23-2010
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	08/23/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Rogers & Willard, Inc.**
Company Facility Address:	**3005 Mill Street**
	Mobile, AL 36607
Company Alternate Address:	**P.O. Box 7394**
	Mobile, AL 33670
County or Parish:	**MOBILE**
Employer Identification Number:	**631050345**

E-Verify

Company ID Number: 352599

North American Industry Classification Systems Code:	236
Parent Company:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Wanda Burch**		
Telephone Number:	**(251) 300 - 6583**	Fax Number:	**(251) 479 - 2776**
E-mail Address:	**wburch@rogerswillard.com**		
Name:	**Julie I Beall**		
Telephone Number:	**(251) 300 - 6589**	Fax Number:	**(251) 479 - 7443**
E-mail Address:	**jbeall@rogerswillard.com**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
1817 Crane Ridge Dr Ste 300
Jackson MS 39216

License#: 0C36861
ROGE&WI-01

CONTACT NAME: Jamie White
PHONE (A/C, No, Ext): 769-230-1279
FAX (A/C, No): 601-709-4615
E-MAIL ADDRESS: jwhite@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insuranc	30104
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Aspen American Insurance Compa	43460
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rogers & Willard, Inc.
550 St. Michael Street
Suite A
Mobile AL 36602

COVERAGES **CERTIFICATE NUMBER:** 1248031314 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	43UEADG0811	10/5/2022	10/5/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	43UEADG0812	10/5/2022	10/5/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	43RHADG0139	10/5/2022	10/5/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	43WEAAH6T0D	10/5/2022	10/5/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented Equipment			IM00JAM22	10/5/2022	10/5/2023	Limit Deductible	$200,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 200 Government Street - Third Floor Renovations, 200 Government Street, Mobile, Alabama 36602. City of Mobile Project No MX-068-22. City of Mobile, dakinstreet architects, and any other party required by the contract documents are included as additional insureds on all policies except the worker's compensation policy on a primary and non-contributory basis including ongoing and completed operations. A waiver of subrogation is included in favor of City of Mobile, dakinstreet architects, and any other party required by the contract documents on all policies. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage (10 days for non-payment of premium) is included on all policies in favor of the certificate holder.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
William L Painter

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ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 2/16/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY PHONE (A/C, No, Ext): 601-709-4613 Alliant Insurance Services, Inc. 1817 Crane Ridge Dr Ste 300 Jackson, MS 39216 License#: 0C36861	**COMPANY** American Zurich Insurance Comp
FAX (A/C, No): 601-709-4615 E-MAIL ADDRESS:	
CODE: SUB CODE:	
AGENCY CUSTOMER ID #:	
INSURED Rogers & Willard, Inc. 550 St. Michael Street Suite A Mobile AL 36602	LOAN NUMBER POLICY NUMBER: ER98541476
	EFFECTIVE DATE: 3/5/2023 EXPIRATION DATE: 9/5/2023 ☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Project: 200 Government Street - Third Floor Renovations, 200 Government Street, Mobile, Alabama 36602

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special Form Builders Risk	$572,576	$2,500
Transit Coverage	$28,000	$2,500
Temporary Location	$28,000	$2,500
Wind/Hail other than Named Storm	$572,576	$2,500
Named Storm	$572,576	3%
Soft Costs	$5,000	

REMARKS (Including Special Conditions)

A thirty days prior written notice of cancellation, non-renewal, or material change in coverage (10 days notice for non-payment of premium) is included in favor of the certificate to holder.
Project: 200 Government Street - Third Floor Renovations, 200 Government Street, Mobile, Alabama 36602. City of Mobile Project No MX-068-22. City of Mobile, dakinstreet architects, and any other party required by the contract documents are included as additional insureds.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	☒ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE	LOAN #
		AUTHORIZED REPRESENTATIVE William G Painter

ACORD 27 (2016/03)

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To perform maintenance and repairs of existing HVAC systems at various City of Mobile facilities for one year

Amount of Contract:

Not to exceed $300,000.00

Funding Source

Project # HVAC Maintenance and Repairs at various City of Mobile facilities SC-015-23	**Discretionary Funds**
Project String C0837 HVAC Repairs & Maintenance-Vars Loc (20002000-48010)	**Contract Number:**4344
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-015-23 HVAC Maintenance and Repairs at various City of Mobile facilities	Cover Memo	3/1/2023
Revised Resolution	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	3/2/2023 - 8:52 AM
Capital	Rhodes, Brenda	Approved	3/2/2023 - 10:04

Legal	Monteiro, Cherlina	Approved	3/2/2023 - 12:17 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:20 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	GORAM AIR CONDITIONING COMPANY, INC.
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS (1-YEAR SERVICE CONTRACT)
Project Number:	SC-015-23
Amount:	NOT TO EXCEED $300,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0837 – HVAC REPAIRS & MAINTENANCE-VARS LOC

CAPITAL PROJECT #: C0837 (20002000-48010) **DATE OF RECEIPT:** _____

BUILDING SERVICES PROJECT #: SC-015-23

CONTRACT AMOUNT: NOT TO EXCEED $300,000.00

PROJECT DESCRIPTION: TO PERFORM MAINTENACE AND REPAIRS OF EXISTING HVAC SYSTEMS AT VARIOUS CITY OF MOBILE FACILITIES FOR ONE YEAR.

VENDOR NAME: GORAM AIR CONDITIONING COMPANY, INC.

VENDOR NUMBER: 074050

DEPT #: 3037 **DEPT NAME:** BUILDING SERVICES DEPARTMENT

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ **N** X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.

Prepared by: Katie Cassil – Secretary III **Date:** 3/01/2023

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **Agreement** made and entered into_____ day of_____, in the year 20____.

By and between the CITY OF MOBILE, by the Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License No.: 195350

City of Mobile Vendor Number: 74050

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-015-23

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for one (1) year from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates:

HVAC Technician:	
Hourly Labor Rate	$ 80.00 /hour
(between 8am and 5 pm)	
Overtime Labor Rate	$ 80.00 /hour
(after 5pm and on weekends)	

Parts/Material:
Service Contractor's Direct Cost plus 15 %

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made monthly upon completion and inspections of the work specified.

B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (City of Mobile, Facility Maintenance Department, 850 Owens Street, Mobile, AL 36604). The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated January 18, 2023.	9 pages
2. Specifications, dated January 18, 2023.	
Section 01000 – Scope of Work	3 pages
3. This Instrument (Agreement)	6 pages
4. Bid Form	4 pages
5. E-Verify Documentation	2 pages
6. Certificate of Liability Insurance with Endorsements	3 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and

qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined --$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be

endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary

professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law of knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

_____
Signature

Mayor, City of Mobile
Printed Name and Title

SERVICE CONTRACTOR:

_____
Signature

Darren W Deas - Vice President
Printed Name and Title

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas **as** Vice Pres. **of** Goram Air Conditioning **and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of** _____.
Sworn to and subscribed for me this 1 **day of** Feb. **, 2023.**

Scarlett C Scoggins
NOTARY PUBLIC
My Commission Expires:

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

END OF SECTION

SECTION 01000 – SCOPE OF WORK

HVAC MAINTENANCE AND REPAIR

General:
Service Contractor shall furnish all labor, materials and parts, tools and equipment necessary to service, maintain, and repair existing heating, ventilation, and air conditioning (HVAC) equipment, or install new equipment, for selected City-owned facilities. The facilities include**, but shall not be limited to, the following:**

1. Mobile Animal Shelter - 855 Owens Street
2. Azalea City Golf Course - 1000 Gaillard Dr.
3. Hurtel (Wright) Armory – 1900 Hurtel Street
4. Library Administration – 700 Government Street
5. Library Local History and Genealogy – 753 Government Street
6. Ben May Main Library – 701 Government Street
7. Municipal Archives – 457 Church Street
8. History Museum of Mobile – 111 South Royal
9. Police Special Operations – 850 St. Anthony Street
10. Public Works Garage – 770 Gayle Street
11. Public Works Administrative/Service Buildings – 770 Gayle Street
12. Tillman's Corner Community Center – 5055 Carol Plantation Road
13. West Regional Library – 5555 Grelot Road
14. Western Administrative Complex (WAC) – 4851 Museum Drive
15. Police Central Headquarters – 2460 Government Street
16. FS 3 – Central Fire Station – 701 St. Francis Street
17. Gulf Coast Exploreum – 65 Government Street
18. Mobile Civic Center – 401 Civic Center Drive
19. Connie Hudson Mobile Regional Senior Community Center- 3200 Hill Crest Road
20. Mobile Museum of Art- 4850 Museum Drive

A general description of the heating, ventilation, and air conditioning equipment to be serviced at the above listed facilities is listed under HVAC Maintenance and Repair – Facility Equipment List (attached as Exhibit A).

Maintenance and Repair Service:
Service Contractor shall provide necessary maintenance and repair services to keep the specified equipment and other associated equipment in good and working order. Required HVAC/building controls and fire alarm work will be completed by Owner under a separate contract.

All work shall be under the direction of the City of Mobile, Facility Maintenance, Mechanical Systems Department. All maintenance and repair service shall be scheduled by the Director of Facility Maintenance or his designated representative.

Upon receiving a request for maintenance and repair service, Service Contractor shall dispatch a

single HVAC Technician to inspect/diagnose the problem and provide an estimate of number of hours of labor, number of HVAC technicians or other staff required if more than one, and cost of parts or equipment required to complete the Work. No work shall begin and no parts or equipment shall be ordered prior to approval, in writing, by the Facility Maintenance Department. Service Contractor shall notify the Facility Maintenance Department immediately of any obstacles encountered that may be preventing Service Contractor from completing assigned projects. All work shall be inspected and approved by a representative of the Facility Maintenance Department prior to final payment.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement.

Time of Performance:
Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m.
Response times for the contractor to respond to a given request by the City are as follows:

Scheduled maintenance and repair service:
within twenty-four (24) hours

Emergency repair service:
Monday through Friday between 8:00 am and 5:00 pm - within one (1) hour
Monday through Friday after 5:00 pm and on weekends - within
two (2) hours.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facility Maintenance Department.

Upon arrival at a facility, the Service Contract Technician(s) shall check in with the facility staff to make them aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facility Maintenance Department representative.

All work shall be done in accordance with all State and Local Codes and all Federal Regulations.

Payments will be made monthly for completed services upon approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facility Maintenance Department.

For purposes of billing, invoiced time shall include the number of hours Service Contract Technician(s) was actively engaged in repair or maintenance work for the specified facility, including

reasonable travel time.

Each service must be invoiced separately.

Service Contractor must employ, at minimum fifteen (15) HVAC Technicians who possess a minimum of one year journeyman level experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

Miscellaneous Provisions:
Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

DC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
FACILITY MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-015-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facility Maintenance Department and dated April 25, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facility Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Goram Air Conditioning Company, Inc.

ADDRESS: 1252 Houston Street, Mobile, AL., 36606 **PHONE** 251-476-5003

CITY OF MOBILE BUSINESS LICENSE NUMBER: 195350

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) **[x] (A Corporation)**
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The

Contract shall be based on time and material cost with the Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

1. BASE BID – MAINTENANCE & REPAIR SERVICES - shall be based on the following Labor Rates:

HVAC Technician:	
Hourly Labor Rate (between 8am and 5 pm)	$ 80.00 /hour
Overtime Labor Rate (after 5pm and on weekends)	$ 80.00 /hour

** Per hour labor rates shall include total labor including all overhead and profit, all travel costs, and all costs for tools, equipment, supplies, minor materials, and other incidentals necessary for complete service.*

2. SCHEDULE OF VALUES - for furnishing equipment, parts or other materials:

Parts/Material – Direct Cost plus 15 %

** Direct cost shall be based on invoiced amount from supplier/ manufacturer and shall include all shipping/ delivery costs and all applicable sales and use taxes.*

3. BID INCLUDES:
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

4. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

5. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

6. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Baldwin County Board of Education
Company Address: 2600 N Hand Ave, Bay Minette, AL., 36507
Telephone: 251-970-4420 Email: rsank@bcbe.org
Type of Work: Mechanical / HVAC Maintenance
Date(s): 1980 - present

B. Reference #2:
Company Name: Mobile County Public Works
Company Address: 205 Government Street, Mobile AL., 36644
Telephone: 251-574-6513 Email: victor.tipp@mobilecountyal.gov
Type of Work: Mechanical / HVAC Maintenance
Date(s): 1975- present

C. Reference #3:
Company Name: City of Mobile - Facilities Maintenance
Company Address: 850 Owens Street, Mobile, AL., 36604
Telephone: 251-208-1575 Email: thomasc@cityofmobile.org
Type of Work: Mechanical / HVAC Maintenance
Date(s): 1975-present

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Goram Air Conditioning Company, Inc.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Darren W. Deas
(Typed)

TITLE Vice President
(Typed)

DATE February 15th, 20 23

Sworn to and subscribed before me this 2|1 **day of 20** 23

Scarlett C Scoggins
Notary Public

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

END OF SECTION

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique kidd@cityofmobile org
251 208 7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique kidd@cityofmobile.org
251 208 7957
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Goram Air Conditioning Company, Inc.
Address	1252 Houston Street, Mobile, Alabama, 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	SC-050-22
Project Description	Service Contract - HVAC Maintenance & Repair
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 38 Female 4 Minority 8 Non-minority 30 SDVO _____ Total #of Employees 42

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren W. Deas

Signature: _____ Date: 2/15/23

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Darren W. Deas Title: Vice President

Email: Darren@goramair.com Phone: 251-476-5003

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique kidd@cityofmobile.org
251 208 7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Goram Air Conditioning Your Bid/Proposal Amount $ 80.00 per hour w/ 15% markup on consumables Date: 2/15/23

_____/ _____/_____ Description Service contract - HVAC Maintenance and Repair Contract for City of Mobile owned Buildings

Name of Bidder/Proposer: Darren W. Deas

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
None						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc.

Contact Person: Darren W. Deas Phone 251-476-5003 Email Darren@goramair.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
	x	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	x	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	x	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use
	x	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	x	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	x	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	x	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	x	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	x	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	x	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

__x__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. Goram will self perform these task. No DBE's were qualified.

Alabama Secretary of State

Goram Air Conditioning Company, Inc.	
Entity ID Number	000 - 036 - 895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	

Goram Air Conditioning Company, Inc.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

E-Verify

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606
License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Self-Insured Worker's Compensation Fund	
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606
GORAAIR-01

COVERAGES **CERTIFICATE NUMBER:** 1159573286 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			A0160905003	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			A0160905001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A0058895	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			P100546AL2023	1/1/2023	1/1/2024	X PER STATUTE / OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory in NH)	N/A		PTAL129001	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2023	1/1/2024	Limit: $90,000	Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders
See Attached...

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 366331827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: GORAAIR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project Name: Service Contract - HVAC maintenance and repair contract for city-owned buildings
Project Location: Various City of Mobile Facilities
Project NO: #SC-015-23.

The City of Mobile has been included as an additional insured on the General Liability, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

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GENERAL CONDITIONS
January 18, 2023

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to

throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified

schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. STARTING WORK: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:
1) Payments shall be made upon completion of the specified work.
2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
3) Payments shall be made in accordance with the accepted Unit Prices as listed in the Contract Documents

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be

given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed

2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;

4) Claims for damages insured by usual personal injury liability coverage;

5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

7) Claims for bodily injury or property damage arising out of completed operations; and

8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.

b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:
The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and	$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the law of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall

nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or

2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

MOBILE
ALABAMA

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS VARIOUS CITY OF MOBILE FACILITIES
#SC-015-23

Date: February 2nd, 2023.

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated February 15th, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Meeting Acknowledgment Roster, dated February 1st, 2023 is attached and form part of Addendum No. 1.

Item 2. Attached and part of Addendum #1 is the *City of Mobile's Subcontracting & Major Supplier Plan.* This five page form shall be completely filled out and submitted with the Bid Package. Bid Packages may be disqualified if omitted. This reference was reiterated by the Office of Supply and Diversity during the Pre-Bid Meeting.

Forms and Specifications: N/A

Attachments:


Questions for HVAC Bid_1.pdf


SC-015-23 Subcontracting Plan

RFI's:

Question from Star Service, Inc.

1. Please acknowledge: This is a T&M project for which the maximum amount is $300,000 & that once the $300,000 is reached the contract is completed.
2. One page 6 of the project manual link you provide below it references under 4-C –
   "Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama."
   Is this statement requiring the countersigning referring to the bid bond or the bond for faithful performance of the contract if you are awarded the contract?
   "By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract….

Answer: Our language in the contract is to require a bond for the maximum amount of the contract- $300,000.

END OF ADDENDUM NO. 1

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Various City Councilmembers

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	GORAM AIR CONDITIONING COMPANY, INC.
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS (1-YEAR SERVICE CONTRACT)
Project Number:	SC-015-23
Amount:	NOT TO EXCEED $300,000.00

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Gulf Coast Underground, LLC

Amount of Contract:
n/a

Effective Date of Contract:
3/14/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Gulf Coast Underground

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Gulf Coast Underground	Resolution Letter	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	2/28/2023 - 11:33 AM

Legal	Kern, Chris	Approved	2/28/2023 - 12:01 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:15 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Gulf Coast Underground, LLC, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to amend Chapter 44, Article IV, Mobile City Code Entitled "Historic Preservation"

Amount of Contract:
n/a

Effective Date of Contract:
3/21/2023

Funding Source

Project # Ordinance to Amend Chapter 44, Article IV, "Historic Preservation"

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Chapter 44, Article IV, "Historic Preservation"	Ordinance	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/9/2023 - 1:55 PM
Legal	Monteiro, Cherlina	Approved	3/9/2023 - 1:57 PM

Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

AN ORDINANCE TO AMEND CHAPTER 44, ARTICLE IV, MOBILE CITY CODE ENTITLED "HISTORIC PRESERVATION"

Sponsored by: William S. Stimpson, Mayor

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE that Article IV, Chapter 44, Mobile City Code is hereby amended as follows:

Sec. 44-70. FINDINGS AND PURPOSE.

(a) The City of Mobile ("City") has long counted its historical, cultural and aesthetic heritage among its most valued assets. Mobile was the first city in Alabama, and among the first in the nation, to create a Historic Development Commission ("Commission") and to adopt laws recognizing and protecting historic structures and historic neighborhoods.

(b) In 1989, the State enacted legislation authorizing all municipalities to adopt ordinances to establish historic development commissions and architectural review boards, and to promote educational, cultural, economic and general welfare of Alabama municipalities through preservation and protection of historic resources. (Alabama Code section 11-68-1 through 11-68-15). Pursuant to Ala. Code Sec. 11-68-14 (1975).

(c) Section 11-68-14 additionally authorized the City to grant the Commission and Architectural Review Board ("Board") additional powers set forth in Alabama Code Title 11 Chapter 68.

(d) The City Council of the City of Mobile hereby adopts a new Chapter 44 Article IV of the City Code to supersede and replace the current version.

NOW, THEREFORE, in consideration of these findings, the Council hereby adopts anew and *in toto* this Article IV, Chapter 44 of the Mobile City Code as follows.

Sec. 44-71. DEFINITIONS.

(a) "Board" or "ARB" – means the Architectural Review Board established pursuant to this Chapter.

(b) "Board Member" – means a person appointed to the Architectural Review Board pursuant to this Chapter.

(c) "Building Inspector" – means the City's designated Building Inspector or his or her designee

(d) "Certificate of Appropriateness" – means a document evidencing approval by the Architectural Review Board to make a Material Change or repair in the appearance of a designated Historic Property or of a property located within a designated local Historic District. A Certificate of Appropriateness is also required for demolition of a structure within a Historic District.

(e) "Certificate of Economic Hardship" – means a document evidencing approval of an Owner's application for relief from the application of this Chapter as provided in Section 44-80.

(f) "Certified Local Government ("CLG")" – means a local government certified by the National Park Service and the Alabama Historical Commission to participate in the federal Historic Preservation Program and eligible to receive federal technical assistance and funding for preservation activities. The City of Mobile is a Certified Local Government.

(g) "City" – means the City of Mobile, an Alabama municipal corporation.

(h) "City Council" – means the elected members of the City Council of Mobile, Alabama.

(i) "Commission" – means the Mobile Historic Development Commission as established pursuant to this Chapter.

(j) "Commissioner" or "Commission Member" – means a person appointed to the Commission pursuant to this Chapter.

(k) "Conflict of Interest" – means a conflict on the part of a Board Member or Commissioner between his or her private interest and the responsibilities imposed by this Chapter. A Conflict of Interest involves any action, inaction, or decision by a Commissioner or Board Member in the discharge of his or her duties which would materially affect his or her financial interest or those of his or her Family Members or any business with which the person is associated in a manner different from the manner it affects the other members of the class to which he or she belongs.

(l) "Contributing Property" – means a building, structure, site, or object recognized as adding to the historic significance of a district.

(m) "Exterior Architectural Features" – means the architectural style, general design and general arrangement of the exterior of a building or other structures, including but not limited to the kind or texture of the building material, and the type and style of all windows, doors, signs and other appurtenant architectural fixtures,

features, details or elements relative to the foregoing.

(n) "Exterior Environmental Features" – means all aspects of the landscape or the development of a site which affect the historical character of the property such as walks, drives, outbuildings and landscaping.

(o) "Family Members" – means the spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of a Commission or Board Member.

(p) "Guidelines" – means the design standards adopted pursuant to this chapter in compliance with, but not limited to, the Secretary of the Interior's Standards for Preservation, Rehabilitation, Restoration and Reconstruction.

(q) "Local Historic District" – means a geographically definable area designated by the City Council as a local Historic District, including all such districts existing as of the date of this chapter and any districts subsequently designated by the City Council as a local Historic District."

(r) "Historic Property" – means an individual building, structure, site, or object including the adjacent area necessary for the proper appreciation thereof listed in the "National Register of Historic Places," located in a local Historic District or designated by the City Council as a Historic Property.

(s) "Historic Site" – means a parcel of real property listed in the "National Register of Historic Places," located in a local Historic District or designated by the City Council as a Historic Property.

(t) "Material Change" – means a change in appearance that will affect either the Exterior Architectural or Environmental Features of a Historic Property or any building, structure, site, object, or landscape feature of a property within a local Historic District, or designated by the City Council as a Historic Property including, but not limited to:

(1) Reconstruction or alteration of the size, shape or elevation of a Historic Property, including, but not limited to, relocation or replacement of any doors or windows removal or alteration of any architectural features, details or elements, including selection of paint colors;

(2) Demolition or relocation of a Historic Property;

(3) Commencement of excavation for construction purposes;

(4) A change in the materials, size or location of advertising visible from the public right-of-way;

(5) The erection, alteration, restoration or removal of any building or other structure within a local Historic District, including walls, fences, steps, drives and pavements or other appurtenant features;

(6) Any exterior work that must be permitted by the City; or

(7) The painting of originally unpainted surfaces.

(u) "Mayor" – means the Mayor of the City of Mobile.

(v) "Non-Contributing Property" – means a building, structure, site, or object not recognized as adding to the historic significance of a district.

(w) "Owner" – means the holder of the fee simple title as revealed on the relevant property tax rolls and in probate court records, and any person (natural, legal or corporate) or groups of persons, companies, associations, corporations, or partnerships who, alone or jointly or severally with others:

(1) shall have legal title to any property, with or without an accompanying right of possession; or

(2) shall have charge, care or control of any property as owner, executor, executrix, administrator, trustee, guardian of the estate owner, mortgagee or vendee in possession, or assignee of rents, lessee, or other person, firm or corporation in control of a property.

(x) "Staff" – means City of Mobile employees designated by the Mayor who provide technical assistance and support to the Commission and Board in the carrying out of their duties and responsibilities as set out in this Chapter.

(y) "Substantial Economic Hardship" – means a hardship so great that:

(1) the owner will effectively be deprived of all reasonable and beneficial use of or return from the property; and

(2) the owner would be unfairly penalized given that the owner did not create the conditions at issue.

SEC. 44-72. HISTORIC PRESERVATION COMMISSION CREATED.

(a) Creation of the Commission. Pursuant to Ala. Codes 11-68-1, *et seq*. (1975) there is hereby created a Commission that shall be named the Mobile Historic Development Commission. The Commission shall constitute a non-profit governmental agency whose funds shall be used exclusively for public purposes as provided.

(b) Tax-exempt status. The Commission shall have tax-exempt status. The properties of the Commission and the income therefrom, together with all leases, agreements, and contracts made by it shall be forever exempt from any and all taxation by the State and any political subdivision thereof, including, but not limited to, sales and use tax, gross receipts tax, income, admission, amusement, excise, and ad valorem taxes.

(c) Commission Membership. The Commission shall consist of nine (9) members. Commissioners shall be bona fide residents of the City of Mobile and shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology, or law, or who shall be residents of a local Historic District. A minimum of five (5) members shall reside or work in a Local Historic District. No elected official shall serve on the Commission. Members of the Commission shall be nominated by the Mayor and appointed by the City Council. Nomination and appointment of members of the Commission shall be made so as to ensure that the Commission will be composed of persons with as much of the training and experience identified in this section as is possible.

(d) Terms. Members of the Commission shall serve three- (3) year, overlapping terms, with two (2) Members to be initially appointed for a one (1) year term, two (2) Members to be initially appointed for a two (2) year term and the remaining initial Members to be appointed for a three (3) year term; thereafter, as terms expire for such initial Members, subsequent Members shall be appointed for full three (3) year terms. All appointments shall be made per Section 44-72 (c). Terms shall begin on January 1 of the appointment year and end on December 31 of the termination year. Members of the Commission may be reappointed to the Commission.

(1) If a Member is absent, without excuse, from three (3) regular meetings of the Commission in the calendar year, the Mayor and City Council shall be notified so that a qualified replacement may be appointed as per Section 44-72(c).

(2) Any vacancy occurring on the Commission other than by expiration of term shall be filled for the unexpired term of such member as provided in Section 44-72(c).

(3) Members of the Commission may be removed for cause by the City Council.

(e) Compensation. Members shall serve without compensation, but may be reimbursed for expenses incurred on behalf of the Commission in accordance with the rules and regulations for the reimbursement of expenses adopted by the Commission.

(f) Conflict of Interest. No Member shall vote, present, discuss or participate in any matter in which the Member has a Conflict of Interest or in which the Member or any Family Member has any financial gain or interest.

(g) Officers. Members of the Commission shall elect a President and a Vice President

and such other officers as the Commissioners deem necessary.

Sec. 44-73. RULES, POWERS AND DUTIES OF THE COMMISSION.

(a) Rules. The Commission shall adopt, and may amend from time to time, such policies and bylaws as it deems necessary and proper to govern its operations and to fulfill its duties and responsibilities under this Chapter. The Commission's bylaws shall constitute a public record and shall be furnished to the City Clerk. At a minimum, the bylaws shall:

(1) Specify the number of members needed for a quorum, but in no event less than fifty percent (50%);

(2) Provide that its meetings be public and occur at least quarterly;

(3) Provide for written notice of its meetings (by electronic transmission or US Mail) and furnish a copy of its meeting schedule to the City Clerk, Mayor, and Commission Members and post such notices on the City's web page;

(4) Require that a public record be kept of the Commission's minutes, resolutions, proceedings and actions;

(5) Require Commissioners to attend at least one informational or educational meeting per year pertaining to historic preservation. Such meetings may include those sponsored by the Alabama Historical Commission, the National Trust for Historic Preservation, National Alliance of Preservation Commissions Meeting, the MHDC Preservation Leadership Class or other equivalent preservation organization. Commissioners shall also attend an orientation session offered by the staff within three months of their appointment.

(b) Powers and Duties of the Commission. The Commission shall be authorized to:

(1) Preserve and protect buildings, structures and sites of historic and architectural value in the local Historic Districts designated pursuant to this chapter;

(2) Prepare a survey of all property within the city limits of the City of Mobile;

(3) Recommend to the City Council buildings, structures, sites, and districts for designation as historic properties or local districts.

(4) Restore and preserve any historic properties acquired by the City or the Commission;

(5) Promote acquisition of façade and conservation easements by the City or by the Commission;

(6) Develop and conduct educational programs on historic projects and districts designated pursuant to this chapter and on historic preservation subjects;

(7) Make such investigations and studies of matters relating to historic preservation as the City deems necessary and appropriate for the purposes of this chapter;

(8) Apply for funds to carry out the purposes and responsibilities of the commission from municipal, county, state, federal, and private agencies and sources;

(9) Purchase, sell, contract to purchase, contract to sell, own, encumber, lease, mortgage and insure real and personal property in carrying out the purposes and responsibilities of the Commission; provided, however, the Commission shall not obligate City funds without prior consent of the City;

(10) Investigate, survey and process nominations of properties to the National Register of Historic Places;

(11) Investigate, survey and process applications for certification of Historic Properties for tax credits for preservation expenditures;

(12) Contract with other municipal, county, state, federal, and private agencies and organizations to perform historic preservation related functions;

(13) Exercise such further powers as the Commission may deem reasonably necessary and proper to carry out the purposes, responsibilities and powers of the Commission.

Sec. 44-74. RECOMMENDATION AND DESIGNATION OF HISTORIC DISTRICTS AND PROPERTIES

(a) Criteria for Determining a local Historic District. A local Historic District is a geographically definable area identified in an ordinance adopted by the City Council, which contains buildings, structures, sites, objects, landscape features and works of art or a combination thereof which:
(1) Represents one or more periods, styles or types of architecture typical of one or more eras in the history of the city, county, state, region or nation;

(2) Represents a significant aspect of the cultural, political, economic, military or social history of the locality, region, state or nation;

(3) Has had a significant relationship with the life of a historic person or event, representing a major aspect of the history of the locality, region, state or nation;

(4) Is a part of the historic, architectural, archaeological or aesthetic heritage of the

locality, region, state or nation; or

(5) Contains vernacular structures which contribute to an overall character and sense of place which is representative of the city.

(b) Classification of Properties in Historic Districts. Individual properties within Historic Districts shall be classified as either:
(1) Contributing to the historic character of the district; or

(2) Not Contributing to the historic character of the district.

(c) Criteria for Determining a Designated Historic Property. A Historic Property is a building, structure, site, object, or work of art, including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the City for one of the following reasons:
(1) It is an outstanding example of a structure representative of its era;

(2) It is one of the few remaining examples of a past architectural style;

(3) It is a place or structure associated with an event or persons of historic or cultural significance to the city, state, or region;

(4) It is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the city, county, state or region; or

(5) The building or structure is an example of an architectural style, or combination of architectural styles, which is representative of the city or which is unique to the City.

A historic property listed in the National Register but outside a Local Historic District identified in an ordinance adopted by the City Council is not considered a "historic property" for purposes of the City Code, including, but not limited to, its zoning ordinance.

(d) Recommendation. The Commission shall compile and collect information and conduct surveys of historical resources within the City and County of Mobile; and recommend to the City Council, or other designating authority, property the Commission deems suitable for designation as a local Historic District or as an individually designated Historic Property. The recommendation shall be made in accordance with the rules and regulations of the Alabama Historical Commission.

(e) Form of Recommendation. The Commission's recommendation to the City Council shall be in the form of a resolution and accompanied by a report consisting of:
(1) A physical description;

(2) A statement of the historical, cultural, architectural and/or aesthetic significance;

(3) A map showing district boundaries and classification of individual properties therein (contributing, non-contributing) or showing boundaries of individually designated Historic Properties;

(4) A statement justifying the district or individual property boundaries;

(5) Representative photographs; and

(6) A proposed ordinance that:
(i) Lists each property in a proposed Historic District;
(ii) Requires a Certificate of Appropriateness prior to any Material Change in appearance of a property in a local Historic District; and
(iii) requires the district be shown on the City's official zoning map.

(f) Required Public Hearings. The Commission shall hold a public hearing to allow for public comments on any proposed ordinance for the designation of any local Historic District or Historic Property. Notice of the hearing shall be published on the City's web page which must be done at least fifteen days before the hearing, and written notice of the hearing shall be mailed by the Commission to all owners of properties proposed for designation. All such notices shall be published or mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing. A notice sent via regular U.S. Mail to the last known owner of the property shown on the Mobile Revenue Commissioner's tax rolls shall constitute legal notice under this Chapter.

(g) Recommendations on Proposed Designations: A recommendation to affirm, modify or withdraw the proposed ordinance for designation shall be made by the Commission within forty-five (45) days following the Public Hearing and shall be in the form of a resolution to the City Council.

(h) City Council Action on Commission Recommendation. Following receipt of the Commission's recommendation, the City Council may adopt the ordinance as proposed, may adopt the ordinance with any amendments it deems necessary, or reject the ordinance.

(i) Notification of Adoption of Ordinance for Designation. Within thirty (30) days following the adoption of the ordinance for a designation by the City Council, the owners and occupants of each designated Historic Property and the owners of each structure, site or work of art located within a designated Historic District, shall be given written notification of such designation, which notice shall apprise said owners and occupants of the necessity of obtaining a Certificate of Appropriateness from the Architectural Review Board prior to undertaking any Material Change in appearance of the Historic Property designated or within the local Historic District designated. A notice sent via the United States Mail to the last known owner of the property shown

on the Mobile County Revenue Commissioner's tax rolls shall constitute legal notification under this Chapter.

(j) Notification of Other Agencies Regarding Designation. The Commission shall notify all municipal agencies within the City in writing of the ordinance for designation.

(k) Seller Disclosure of Historic Designation. The fact that a property is located within a local Historic District and subject to the restrictions of this Chapter shall be disclosed by the seller upon sale of the property.

Sec. 44-75. ARCHITECTURAL REVIEW BOARD CREATED.

(a) Creation of the Board. Pursuant to Ala. Code Sec. 11-68-13 (a) (1975) , there is hereby created an Architectural Review Board to perform the duties and responsibilities set forth in Ala. Code Sections 11-68-9 through 11-68-12 (1975), as those sections may be amended from time to time, and to have the power and perform the duties as provided in Section 44-76 of this Chapter.

(b) Composition. The Board shall be comprised of nine (9) Board Members who shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology or law. Board Members need not be residents of the City. No member of the City Council or the Mayor shall serve on the Board.

(c) Appointment. Board Members shall be nominated by the Mayor from persons qualified per Mobile City Code Sec. 44-75 (b) and appointed by the City Council.

(d) Terms. Members of the Board shall serve three- (3) year, overlapping terms, with two (2) Board Members to be initially appointed for a one (1) year term, and the remaining initial Board Members to be appointed for a three (3) year term; thereafter, as terms expire for such initial Members, subsequent Board Members shall be appointed for full three (3) year terms. All appointments shall be made per Section 44-75 (c). Terms shall begin on January 1 of the appointment year and end on December 31 of the termination year. Members may be reappointed thereafter to the Commission in accordance with Section 44-75(c).

(e) Compensation. Board Members shall serve without compensation, but may be reimbursed for expenses incurred on behalf of the Board and in accordance with the rules and regulations for the reimbursement of expenses adopted by the Board.

(f) Removal and Vacancy. Board Members may be removed for cause by the City Council. Vacancies on the Board for any reason shall be filled in the same manner as their appointment as provided in subsection (c) of this section. Such appointments shall be for the unexpired term of the Board Member replaced.

(g) Conflict of Interest. No Board Member shall vote, present, discuss or participate in any matter in which the Member has a Conflict of Interest or in which the Member or any Family Member has any financial gain or interest.

Sec. 44-76. RULES, POWERS AND DUTIES OF THE ARCHITECTURAL REVIEW BOARD

(a) Rules and Bylaws. The Board shall adopt and may amend from time to time such rules of procedure and bylaws as it deems necessary and proper to govern its operations and to fulfill its duties and responsibilities under this Chapter. The rules and bylaws shall constitute a public record and copies shall be furnished to the City Clerk. The rules and bylaws shall, at a minimum:

(1) Provide that Board meetings shall be publicly announced, open to the public, and shall be held at designated times and places as set forth in the Board's rules and regulations;

(2) Provide for notice of its meetings to the applicants, Board Members, and the City Clerk;

(3) Provide that minutes of all decisions and actions of the Board, including the reasons for making these decisions, be kept on file and available for public inspection;

(4) Require the annual election of a chairman and vice chairman and such other officers as the Board deems necessary; and

(5) Specify the number of Board Members needed for a quorum.

(6) Provide for design assistance through a Design Review Committee.

(b) Powers and Duties of the Board and Staff. The Board, supported by Staff, is hereby authorized to:

(1) Apply general design standards adopted by the Commission in considering the granting and denial of Certificates of Appropriateness;

(2) Adopt rules and regulations governing the procedure for submission and consideration of applications for Certificates of Appropriateness and Certificates of Economic Hardship;

(3) Review applications for Certificates of Appropriateness and Certificates of Economic Hardship and grant, conditionally grant, assign to a design review committee, hold over for further action, or deny same in accordance with the

provisions of this Chapter and the guidelines;

(4) Prescribe a reasonable fee to help defray the costs of processing the application;

(5) Seek technical advice from outside its membership on any application;

(6) Subject to funding, attend at least two (2) informational or educational meetings per year pertaining to historic preservation. Such meetings may include those sponsored by the Alabama Historical Commission, the National Trust for Historic Preservation, the National Alliance of Preservation Commissions, the Alabama Trust for Historic Preservation, the Commission's Preservation Leadership Class or other training approved by the Commission. One of the two meetings should be regional or statewide.

(7) Receive, review and assess each application for a Certificate of Appropriateness to determine if the application qualifies for Expedited Review by City staff. Should the application be found to so qualify, designated City staff shall conduct the Expedited Review to determine whether the application adheres to the design guidelines and does not impair the architectural integrity of the building, the property, or the surrounding neighborhood. If an application does not qualify for Expedited Review, Staff shall prepare an analysis of the application and present it to the applicant and to the Board, including any recommendations, for full review;

(8) Successful applicants shall be awarded a Certificate of Appropriateness.

(9) The records of the Board and all Expedited Reviews shall be retained in such a manner that decisions are secure and readily available to the public and cataloged for easy reference.

Sec. 44-77. CERTIFICATES OF APPROPRIATENESS.

(a) Certificate of Appropriateness Required. After the designation by ordinance of any local Historic District, no exterior Material Change shall be made on any property or site, any portion of which is contained within a local Historic District, nor shall any building or structure in a local Historic District be erected or demolished, and no Material Change of such property or structure, site, object or work of art within such Historic District, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a Certificate of Appropriateness has been submitted to and approved by the Board, except that no Certificate of Appropriateness shall be required by the City for the demolition of all or part of a structure, building or other property deemed to be a public nuisance and ordered to be demolished by the City.

(b) Signs on Historic Properties or within Historic Districts. Signs shall be considered as structures, and no sign in a local Historic District or along Government Street from Water Street to Dauphin Island Parkway shall be demolished, changed or

erected unless and until the Board approves a Certificate of Appropriateness in accordance with design guidelines adopted by the Commission.

(c) Alterations or Demolitions of Public Property within Local Historic Districts or Public Property which has been designated as a Historic Property. The requirement of a Certificate of Appropriateness shall be requested for public property which has been designated a Historic Property or which is contained in a local Historic District, excepting those addressed in Section 11-68-15 of the Alabama Code, and shall apply to actions by public authorities which involve Historic Properties and properties within local Historic Districts; notwithstanding the foregoing, those properties that have been ordered demolished by order of the City Council pursuant to the Unsafe Building Act shall be exempt from a Certificate of Appropriateness.

(d) Demolition by Neglect. Demolition by neglect and the failure to maintain a Historic Property or a structure within a local Historic District shall constitute a Material Change for which a Certificate of Appropriateness is required.

(e) Paint Colors. The Board shall review paint color and placement. The painting of originally unpainted surfaces shall require a Certificate of Appropriateness.

(f) Interior Alterations. In reviewing applications for Certificates of Appropriateness, the Board shall not consider interior room arrangement or use having no effect on Exterior Architectural Features; however, the Board may require a floor plan to aid in understanding the exterior design scheme.

(g) Prior to Receiving Building Permit. A Certificate of Appropriateness must be obtained prior to an Applicant receiving a building permit from the City of Mobile for any work to the outside of any property located within a local Historic District.

(h) Enforcement of Inspections. For adherence to the requirements of this Chapter, the reporting of conditions and the enforcement of punitive actions when necessary shall be administered by the Staff who will receive the administrative support of the City of Mobile. Included within its enforcement authority, the City shall have all rights and remedies specified by law.

Sec. 44-78. PROCEDURE FOR GRANTING OR DENYING APPLICATIONS FOR CERTIFICATES OF APPROPRIATENESS.

(a) Applications. An application for a Certificate of Appropriateness shall be accompanied by such drawings, photographs, plans or other documentation as may be required by the Board. Applications involving demolition or relocation shall also conform to the requirements in Sec. 44-79 (a-c).

(b) Expedited Review. Staff shall assess applications and execute Expedited Review

on items approved by the Commission and found to meet the design guidelines. Expedited review shall be approved for the following minor projects: routine maintenance and minor alterations; including awnings; in-kind repairs; fencing; painting; repair and resurfacing of existing driveways and sidewalks; and accessory structures utilizing stock designs previously approved by the Board; and for those other instances that may be allowed by resolution. Routine maintenance shall include ordinary maintenance or repair of any exterior architectural or environmental feature to correct deterioration, decay or damage, or to sustain the existing form, while not impairing the historic integrity of the building, the property, or the neighborhood.

(c) Hearings on Applications. Except for matters considered under procedures for Expedited Review, applications for Certificates of Appropriateness shall be considered by the Board at public meetings, held at least once a month, provided there is business before the Board, at a time and place set out in the rules of the Board. All applicants, owners of the property in the local Historic District, and other interested parties shall be afforded a reasonable opportunity to be heard on the application.

(d) Notice of Hearing. At least seven (7) days prior to the hearing, the Board shall notify the applicant of the time and place of the hearing and shall provide the applicant with a copy of any staff reports pertaining to the application. A notice shall be posted on the property indicating that an application is pending. The Board or Staff may take such further action as may reasonably be required to inform the owners of any property likely to be affected by the application.

(e) Deadline for Approval or Rejection of Application. Failure of the Board to act within forty-five (45) days of submission shall constitute approval, and no other evidence of approval shall be needed. Upon request, the Board shall notify the building official that a permit may be issued for the work specified in the application. An applicant requesting a delay or a Board-adopted motion to holdover an application shall relieve the Board of the 45-day deadline. An application may be amended at the meeting to remedy any problems with the consent of the applicant and the Board.

(f) Basis for Decision. In considering an application the Board shall consider two criteria:
(1) Does the request impair the historic integrity of the building;

(2) Does the request impair the historic integrity of the neighborhood.
If the answer to both questions is negative, the Board shall grant a Certificate of Appropriateness. If the answer to either or both questions is affirmative, the Board shall deny the application, approve the application with conditions, assign the application to a design review committee, or hold over the request for further information or action.

(g) Notice of Decision. Notice of the Board's decision shall be sent to the applicant and all other persons who have requested such notice in writing filed with the Board.

(h) Necessary Actions to be taken by the Board upon Rejection of Application for Certificate of Appropriateness.

(1) In the event the Board rejects an application, it shall state its reasons for doing so and shall transmit a record of such actions and reasons, in writing, to the applicant. The Board may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. Resubmission of the same application is not allowed for a period of six months following the meeting at which the request was denied. However, the applicant may make modifications to the plans and resubmit the application at any time provided the modifications are significant in addressing the concerns of the Board.

(2) The rejection of the application for a Certificate of Appropriateness by the Board shall be binding upon the building official or other administrative officer charged with issuing building permits and, in such cases, no permits shall be issued.

(i) Certificate of Appropriateness Void if Construction not Commenced. A Certificate of Appropriateness shall become void unless construction is commenced within one (1) year from the date of issuance. Certificates of Appropriateness are renewable by Staff for one (1) additional year.

(j) Requirements of Conformance with Certificate of Appropriateness. All work performed pursuant to a Certificate of Appropriateness shall strictly comply with all conditions of such certificate. In the event work is performed not in accordance with such Certificate, the City shall issue a cease-and-desist order and all work shall cease.

Sec. 44-79. STANDARD OF REVIEW.

(a) Required Findings for Approval. The Board shall not approve any application or issue a Certificate of Appropriateness unless it finds that the proposed change, erection or demolition conforms to the design guidelines; is compatible with the character of the Historic Property or local Historic District; and does not detract from the value of the Historic Property or local Historic District. In making this determination, the Board shall consider, in addition to any other pertinent factors, the historical and architectural features involved and the proposed change thereto, and the relationship thereof, to the exterior architectural style, and pertinent features of other structures in the immediate neighborhood.

(b) New Structures in a Local Historic District. In the case of a proposed new building, the Board shall not approve any application or issue a Certificate of Appropriateness unless it finds that such building will not, in itself or by reason of its location on the site, materially impair the architectural or historical value of the buildings on adjacent sites or in the immediate vicinity and that such building will not be injurious to the general visual character of the local Historic District in which it is to be located.

Sec. 44-80. DEMOLITION/RELOCATION.

(a) Required Findings. The Board shall not grant Certificates of Appropriateness ./ for the demolition or relocation of any Historic Property or property within a local Historic District unless the Board finds that the removal or relocation of such building will not be detrimental to the historic or architectural character of the District. In making this determination, the Board shall consider:
(1) The historical or architectural significance of the structure;

(2) The importance of the structure to the integrity of the local Historic District, the immediate vicinity or area, or relationship to other structures;

(3) The difficulty or the impossibility of reproducing the structure because of its design, texture, material, detail or unique location;

(4) Whether the structure is one of the last remaining examples of its kind in the neighborhood, the county, or the region, or is a good example of its type, or is part of an ensemble of historic buildings creating a neighborhood; and

(5) Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what effect such plans will have on the architectural, cultural, historical, archaeological, social, aesthetic, or environmental character of the surrounding area.

(b) Content of Applications. All applications to demolish or remove a Historic Property or a structure in a local Historic District shall contain the following minimum information:
(1) The date the owner acquired the property, purchase price, and condition on date of acquisition;

(2) The number and types of adaptive uses of the property considered by the owner;

(3) Whether the property has been listed for sale, prices asked and offers received, if any;

(4) Description of the options currently held for the purchase of such property, including the price received for such option, the conditions placed upon such option and the date of expiration of such option;

(5) Replacement construction plans for the property in question, amounts expended upon such plans, and the dates of such expenditures;

(6) Financial proof of the ability to complete the replacement project, which may include but not be limited to a performance bond, a letter of credit, a trust for

completion of improvements, or a letter of commitment from a financial institution; and
(7) Such other information as may reasonably be required by the Board. With respect to applications for relocation of a building, the required information shall clearly define the anticipated impact on both the present site and the future site.

(c) Post Demolition or Relocation Plans Required. In no event shall the Board entertain any application for the demolition or relocation of any Historic Property or property in a local Historic District, unless the applicant also presents at the same time the post-demolition or post-relocation plans for the site.

Sec. 44-81. CERTIFICATE OF ECONOMIC HARDSHIP.

(a) Substantial Economic Hardship. If the Board denies an application for a Certificate of Appropriateness, a property owner may apply for a Certificate of Economic Hardship. The purpose of the Certificate of Economic Hardship is to provide relief where the application of this chapter would otherwise impose a Substantial Economic Hardship.

(b) Burden of Proof. The burden of proof rests on the applicant to show that the denial of the Certificate of Appropriateness will result in a Substantial Economic Hardship.

(c) Applications. The applicant shall provide such information as may reasonably be required by the Board to establish the owner's claim of Substantial Economic Hardship. The data provided by the applicant must be substantiated by either professionals in an applicable field or by thorough documentation of how the information was obtained. The Board may request additional information from the applicant, as necessary, to make informed decisions. Certificates of Economic Hardship are granted only to the applicant and are not transferable.

(d) Standards for Consideration. In making its determination, the Board may consider, but is not limited to, the following factors, evidence, and testimony:
(1) The date the property was acquired and status of the property under this Chapter at the time of acquisition, e.g., whether the property was protected by this Chapter or earlier versions of this chapter, its condition, etc.;

(2) The structural soundness of the building, or any structures on the property and their suitability for rehabilitation;

(3) The current level of economic return on the property;

(4) The economic feasibility of rehabilitation or reuse of the existing property or structures;

(5) The marketability of the property for sale or lease, considered in relation to any listing of the property for sale or lease, and the price asked and offers received, if any, within the previous two (2) years. Evidence of this factor shall include testimony and relevant documents regarding:
(i) Any real estate broker or firm engaged to sell or lease the property;
(ii) Reasonableness of the price or rent sought by the applicant; and,
(iii) Any advertisements placed for the sale or lease of the property by the owner or applicant;

(6) Comments and/or reports from any community organizations, preservation groups, other associations and private citizens that wish to comment on a submission made under the economic hardship provision; and

(7) The extent to which the owner is responsible for his or her own economic hardship, if any, such as the owner's:
(i) Failure to perform normal maintenance and repairs;
(ii) Failure to diligently solicit and retain tenants;
(iii) Failure to prescribe a rental amount which is reasonable;
(iv) Failure to provide normal tenant improvements; and,
(v) Purchase of the subject property without making said purchase contingent upon first obtaining the approvals required by this Chapter or earlier versions of this chapter.

(e) Hearing. The Board shall hold a public hearing as soon as practicable but not longer than forty-five (45) days after receipt of a completed application for a Certificate of Economic Hardship. Notice shall be provided in the same manner the Board uses for hearings on Certificates of Appropriateness. At the hearing, the Board shall take testimony presented by the owner and any other interested parties on the standards set forth above. The Board shall issue its decision within forty-five (45) days of the hearing. If the Board fails to timely hold a public hearing or, having conducted a hearing, fails to render a decision within forty-five (45) days, the application for a Certificate of Economic Hardship shall be deemed granted.

(f) Denial. If the Board denies the application for a Certificate of Economic Hardship, the applicant shall be notified in writing and shall be provided a copy of the Board's final determination and a Certificate of Appropriateness shall not be issued.

(g) Initial Determination. If the Board makes an initial determination that the applicant has presented a case which may establish substantial economic hardship, but finds that reasonable alternatives may exist which should be pursued by the applicant, the Board may delay its final determination for a period of no more than six (6) months. The applicant shall be notified of the initial determination and shall be provided a copy of the Board's findings and reasons for the postponement.

(h) Postponement. Within any period of postponement specified in subsection (g), the Board, in cooperation with the City, the Commission, and the owner, may explore

alternatives that will assure reasonable use of the property including, but not limited to, loans or grants from public or private sources, acquisition by purchase or eminent domain, building and safety code modifications to reduce the cost of maintenance, restoration, rehabilitation or renovation or changes in applicable zoning regulations sufficient to allow reasonable use of the property.

(i) Issuance of Certificate. Upon the expiration of the period of postponement, the Board shall issue the Certificate of Economic Hardship. The Certificate may be subject to conditions including adherence to the design guidelines for subsequent construction. The Certificate of Economic Hardship shall be valid for a period of one hundred twenty (120) days from approval by the Board.

Sec. 44-82. APPEALS.

(a) Notice of Appeal. Within fifteen (15) days after a final decision of the Board, any person having a request for a Certificate of Appropriateness denied by the Board may appeal the decision to the Circuit Court of Mobile County.

(b) Record of Proceedings. Upon receiving notice of appeal, the Board shall transmit to the Clerk of the Court a certified record of the proceedings in the case.

(c) Standard of Review. The appeal shall be determined solely on the question of whether the Board, in rendering its decision, acted beyond the limits of its powers or abused its discretion.

Sec. 44-83. MAINTENANCE OF HISTORIC PROPERTIES AND PROPERTIES IN HISTORIC DISTRICTS.

(a) Failure to Provide Ordinary Maintenance or Repair. Owners of Historic Properties and/or properties within local Historic Districts shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair. It shall be a violation of this Chapter for an Owner to fail to maintain any structure or to prevent the deterioration of any exterior appurtenance or architectural features. At a minimum, Owners shall keep such structure or property, including all accessory structures, adequately maintained and repaired in accordance with the following:

(1) Foundation. The building foundation shall be maintained in a safe manner and capable of supporting the load which normal use may cause to be placed thereon;

(2) Exterior Walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions that might admit vermin, rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All siding material shall be kept in repair;

(3) Roofs. Roofs shall be structurally sound and maintained in a safe condition and have no defects that might admit vermin, rain or cause dampness in the walls or interior portion of the building;

(4) Stairs, Porches and Appurtenances. Every outside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair;

(5) Windows and Doors. Every window, exterior door and basement or cellar door and hatchway shall be substantially weather-tight, watertight, rodent proof and in good repair. Only material consistent with the design and architectural integrity of the building shall be used to enclose windows or doorways. Every uncovered window shall be fully supplied with glass window panes or an approved substitute, which are without open cracks or holes. Window panes shall not be painted;

(6) Hardware. Every exterior door shall be provided with proper hardware and be maintained in good condition;

(7) Door Frames. Every exterior door shall fit reasonably well within its frame so as to substantially exclude rain and wind from entering the building; and

(8) Protective Treatment. All exterior wood surfaces, other than decay resistant woods, shall be substantially protected from the elements and decay by painting or other protective covering or treatment. All siding shall be weather resistant and watertight. All masonry joints shall be sufficiently tuck-pointed to insure water and air tightness.

(b) Vacant Buildings. In the case of unoccupied buildings, a mothballing plan approved by the Board may be used in lieu of the standards contained in this section.

(c) Time for Compliance. The Building Inspector shall allow owners a reasonable period of time, but not more than two (2) years, to bring their properties into compliance with the standards prescribed herein. In the event repairs are not timely completed, or there is no attempt to correct the problems, the Inspector may issue a citation for violation of a municipal ordinance or file a criminal Complaint with a Magistrate or a civil Complaint with the Clerk of the Circuit Court.

(d) Affirmation of Existing Building and Zoning Codes. Nothing in this Chapter shall be construed as to exempt property owners of occupied buildings from complying with existing City building and zoning codes, nor to prevent any property owner from making any use of his or her property not prohibited by other statutes, ordinances or regulations. Nothing herein shall limit, modify, supersede or restrict any other existing law or regulation governing buildings, the issuance of building permits, the inspection of buildings or any other law or regulation.

Sec. 44-84. PENALTY PROVISIONS.

(a) Criminal Penalties. It shall be unlawful for an owner of a Historic Property or any property, any portion of which is contained within a local Historic District, to:
(1) Make or permit to be made any Material Change without first obtaining a Certificate of Appropriateness as required by this Chapter; or
(2) violate any other provision of this Chapter.

(b) Fines. All violations shall be punished by a fine of $100, plus costs and fees of court. Any person convicted of a second violation of this Chapter within a five-year period shall be punished by a fine of $500 plus costs and fees of court. Every day any violation of this Chapter shall continue shall constitute a separate offense.

(c) Other Remedies. The Commission and/or the City may institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any Material Change to any property, any portion of which is contained in a local Historic District; or to prevent any illegal act or conduct with respect to such Historic Property or local Historic District, and to recover any damages that may have been caused by the violation of this Chapter.

Sec. 44-85. SEVERABILITY.

In the event that any section, subsection, sentence, clause or phrase of this Chapter shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

Sec. 44-86. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

Sec. 44-87. EFFECTIVE DATE.

This Ordinance shall become effective on publication, and its provisions shall apply to any application that is pending at the time of its adoption.

ADOPTED:

_____

City Clerk

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mhdc ordinance 3_2_23(8454563.4).doc

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/15/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/15/2023 - 3:21 PM

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7 +/- ACRES.

The classification of said property is hereby changed from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision**

process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Bethel Engineering (Vincent LaCoste, Agent)
1101 and 1107 Old Shell Road
Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street
Council District 2
William Carroll

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1101 and 1107 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted February 14, 2023, a public hearing will be held on the 14th day of March, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1101 and 1107 Old Shell Road (southwest corner of Old Shell Road and North Hallett Street, extending to the northwest corner of North Hallett Street and New Saint Francis Street) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES, 30 MINUTES WEST ALONG THE SOUTH LINE OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 270 FEET TO A POINT; THENCE NORTH 0 DEGREES, 47 MINUTES WEST, A DISTANCE OF 676.95 FEEL TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF KOOIMAN ROAD EXTENSION (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 83 DEGREES, 30 MINUTES EAST AND ALONG SAID RIGHT OF WAY A DISTANCE OF 270.8 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES, 47 MINUTES EAST ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 644.5 FEET TO POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-5, Office-Distribution District, to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication. AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7 +/- ACRES.

The classification of said property is hereby changed from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in

compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of March, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1101 and 1107 Old Shell Road** (Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 6, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 19, 2023 considered the request of **Bethel Engineering (Vincent LaCoste, Agent)** for a change in zoning from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District** for the property located at **1101 and 1107 Old Shell Road** (Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 23, 2023

Vince LaCoste
Bethel Engineering
3233 Executive Park Circle
Mobile, Alabama 36606

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, and to B-2, Neighborhood Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on January 19, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process;**
2) **paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and**
3) **full compliance with all municipal codes and ordinances.**

ZON-002340-2022 BETHEL ENGINEERING
January 23, 2023

The advertising fee for this application based on the current legal description is $330.05. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
January 5, 2023
PUBLIC HEARING NOTICE

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 19, 2023, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, January 18, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
January 5, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 19, 2023, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, January 18, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Bethel Engineering — Name

civil@bethel-eng.com — Email

3233 Executive Park Circle Mobile Al 36606 — Full Address (Street, City, State, Zip)

251-661-4747 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Just Plain Arthur LLC — Name

Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

1101 Old Shell Road Mobile Al 36608 — Property Address

R022906400009125.000 — Parcel Number

7600 — Property Area (acres or square feet)

R-1 — Present Zoning

B-2 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ■ Seven (7) copies of completed application
- ■ Legal description of site in question (from deed or survey, not a tax assessment description) Applied for on CSS per Payton Rogers
- ■ Parcel number of site in question
- ■ Detailed description of proposal
- □ Plan consistency analysis Applied on CSS per Payton Rogers
- ■ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ■ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ■ All trees 24" and larger shown on plan
- ■ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ■ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ■ Notification fee ($1.00) per mailing label
- ■ One photocopy of address labels
- ■ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

Plan Submission
Contact Information

Name of Project Bagby Elevator Subdivision

Address 1101 Old Shell Road Mobile Al 36608

Owner Just Plain Arthur LLC

Address P O Box 320919 Birmingham AL 35232

Phone 251-721-1128 Fax E-Mail todd.sharpe@bagbyelevator.com

Authorized Agent Bethel Engineering

Address 3233 Executive Park Circle, Mobile AL 36606

Phone (251) 661-4747 Fax E-Mail civil@bethel-eng.com

Contractor Bienville CS

Address

Phone 251-721-1128 Fax E-Mail Josh@bienvillecs.com

Civil Engineer Vincent D. LaCoste

Address 32133Executive Park Circle, Mobile AL 36606

Phone (251) 661-4747 Fax E-Mail civil@bethel-eng.com

Architect

Address

Phone Fax E-Mail

Submitted By:

Signature

Vincent D. LaCoste
Print

12/19/2022
Date

Project Manager
Affiliation to project/Organization

Effective Date: April 1, 2012

bethel
ENGINEERING

December 19, 2022

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Narrative

RE: 1101 Old Shell Road – Bagby Elevator Subdivision

To whom it may concern,

Please find attached our application for re-zoning of the above referenced address. The site is currently zoned B-2 and R-1. We are requesting the R-1 portion of the site to be changed to B-2 to comply with the use and zoning of the remainder of the property.

Thank You,

Vincent D. LaCoste II

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
bethelengineering.net

December 19, 2022

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Authorization Letter

RE: 1101 Old Shell Road Mobile Al 36608

To whom it may concern,

I, __Hunter M. Bagby as Manager of Just Plain Arthur, LLC_____, the owner of the above referenced property is authorizing **Vincent LaCoste,** the owner of Bethel Engineering and professional Engineer registered in the State of Alabama, Registration Number **2412** permission to be the authorized applicant and submit the Re-Zoning application on my behalf.

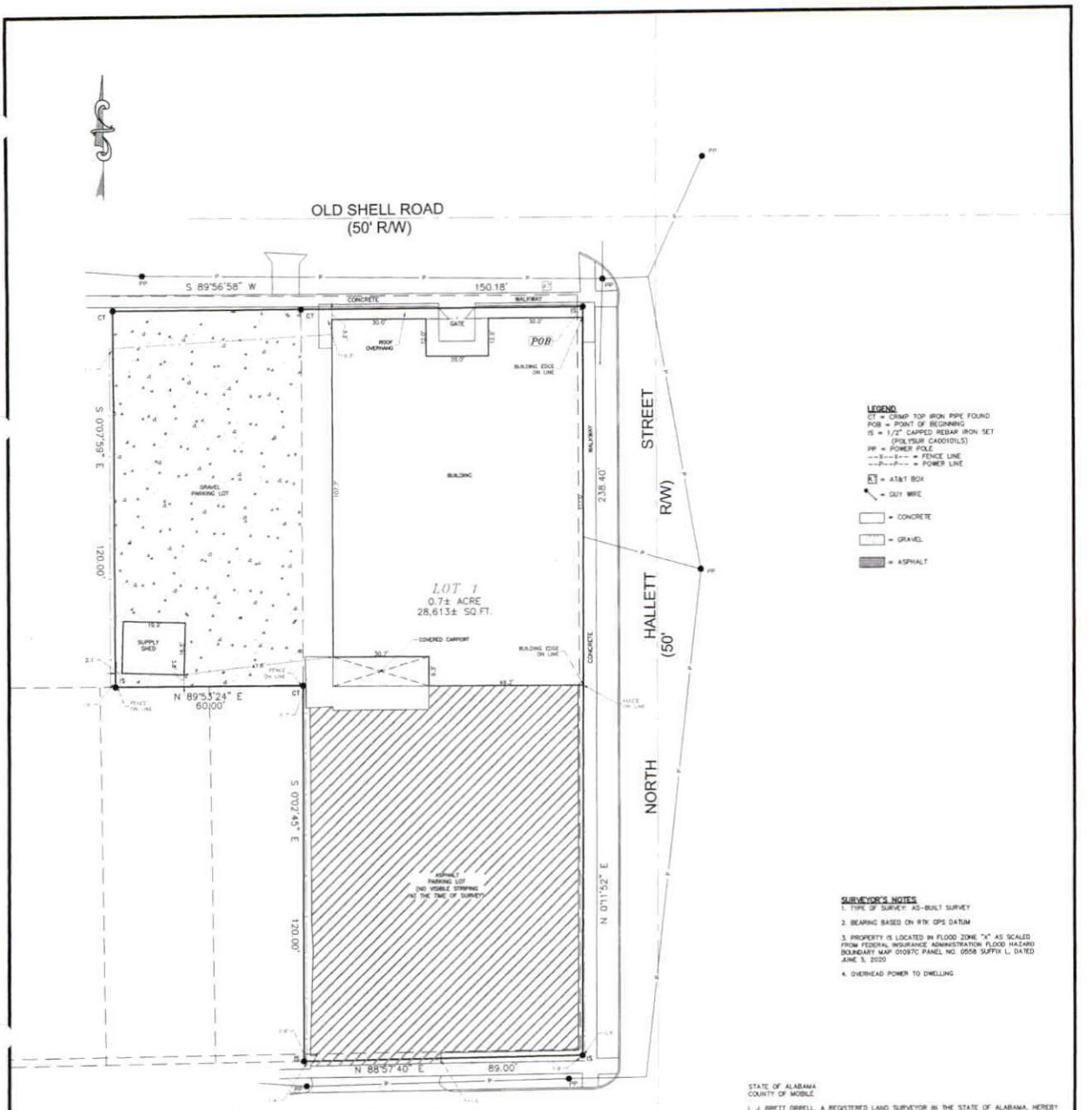
If you should have any questions or require any additional information, please advise.

Sincerely,

12-19-2022

Just Plain Arthur, LLC - owner

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
Bethel-eng.com



SURVEYOR'S NOTES

1. TYPE OF SURVEY: AS-BUILT SURVEY
2. BEARING BASED ON RTK GPS DATUM
3. PROPERTY IS LOCATED IN FLOOD ZONE "X" AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 01097C PANEL NO. 0558 SUFFIX L, DATED JUNE 3, 2020
4. OVERHEAD POWER TO DWELLING

STATE OF ALABAMA
COUNTY OF MOBILE

I, J. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF;

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7± ACRES.

I FURTHER STATE THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME, THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN, THERE ARE NO RIGHTS OF WAY EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN, THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS AND GUY WIRES ON OR OVER SAID PREMISES, EXCEPT AS SHOWN; THIS DRAWING ALSO DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE; AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL.

ACCORDING TO MY SURVEY THIS THE 19TH DAY OF DECEMBER, 2022.

J. BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31836-S

J. Brett Orrell — Digitally signed by J. Brett Orrell
Date: 2022.12.19 13:24:04 -06'00'

ALABAMA REGISTERED NO. 31836-S PROFESSIONAL LAND SURVEYOR J. BRETT ORRELL

POLY SURVEYING

CORPORATE OFFICE: MOBILE COUNTY, 6888 JACKSON RD, MOBILE, AL 36618, P: (251) 666-2010

FIELD DIVISIONS: BALDWIN COUNTY, P: (251) 929-2885; FLORIDA, P: (850) 786-2646; MISSISSIPPI, P: (228) 215-8748

E-Mail: MAIL@Polysurveying.Com Internet: www.Polysurveying.Com

BAGBY ELEVATORS SUBDIVISION
OLD SHELL ROAD
AS-BUILT SURVEY

DRAWN BY: JCS	SURVEY DATE: 12-19-2022	SCALE: 1"=20'	18"x24" PRINT
CHECKED BY: JBO	FIELD DATE: 12-14-2022	FILE NAME: 2212-0025	S-(24)

SHEET NO. 1 OF 1

ZON-003840-2022

R022906400009126.000
LOGAN WANDA C
29929 SAINT HELEN ST
DAPHNE AL 36526

R022906400009127.000
LOGAN WANDA
C
1106 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009129.000
MYERS SAMUEL
ALLAN
PO BOX 40711
MOBILE AL 36640

R022906400009130.01
THOMAS GROUP LLC
401K
1152 NEW FRANCIS STREET
MOBILE AL 36604

R022906400009160.000
CALDWELL
EUGENE
758 S BROAD ST
MOBILE AL 36603

R022906400009161.000
K & J ENTERPRISES #1
LLC
6366 MUIR WOODS DR S
MOBILE AL 36693

R022906400009163.000
MOORE CHRISSI
D
113 GARNETT AVE
MOBILE AL 36604

R022906400009164.000
JOINER COREY
S
5230 DOGWOOD DR
EIGHT MILE AL 36613

R022906400009165.000
JUST PLAIN ARTHUR
LLC
P O BOX 320919
BIRMINGHAM AL 35232

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009050.000
OSMON RANDALL R & JAN OSMON
1820 CLEARMONT ST
MOBILE AL 36606

R022906400009052.000
PEACOCK GEOFFREY W & LISA N PEACOCK
1116 OLD SHELL RD
MOBILE AL 36604

R022906400009053.000
CAMP WESLEY VAN & CHRISTOPHER DEW
1058 OLD SHELL RD
MOBILE AL 36604

R022906400009085.000
STIMPSON PROPERTIES
LLC
7 N BROAD ST STE C
MOBILE AL 36602

R022906400009088.000
LINDE & HENRY PROPERTIES LLC
PO BOX 66124
MOBILE AL 36660

R022906400009090.000
WILLIAMS LESLIE C & BETSY F WILLIAMS
TRUSTEES
5060 RIVER LAKE DR
FAIRBURN GA 30213

R022906400009092.000
GATA LLC
2457 N. MOUNT ISLAND DRIVE
MOBILE AL 36606

R022906400009097.000
IVY JAMES E
JR
7020 COLONNADES DR N
MOBILE AL 36695

R022906400009125.000
JUST PLAIN ARTHUR, LLC
P O BOX 320919
BIRMINGHAM AL 35232

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009167.001
MAKI MARK & CHRISTY L
FLINT
1112 DAUPHIN ST
MOBILE AL 36604

R022906400009169.000
HUNTER PROPERTIES LLC, A C/O R J
PERLOFF
75 SAINT MICHAEL ST
MOBILE AL 36602

R022906400009188.000
BLACK KIMBERLY
MARIE
5 N PINE ST
MOBILE AL 36604

R022906400009190.000
MONDAY NIGHTERS SPORTS CLUB INC
THE C/O MYRON COLLINS
SR
1052 DAUPHIN ST
MOBILE AL 36603

R022906400009191.000
L J ALLEN INC, A
CORPORATION
5700 REGENCY CT N
MOBILE AL 36609

R022906400009194.000
SMITH JUANITA & GWENDOLYN T
DALE
1053 NEW ST FRANCIS ST
MOBILE AL 36604

R022906400009197.000
W & L PROPERTIES
LLC
2860 SPRING HILL AVE
MOBILE AL 36607

R022906400009199.000
QUINNELLY JEFFREY
E
PO BOX 81449
MOBILE AL 36689

R022906400009200.000
QUINNELLY JEFFREY
E
PO BOX 81449
MOBILE AL 36689

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009200.01
NOBLES RENTALS LLC C/O J THERESA NOBLES
6902 PROVIDENCE ESTATE DR S
MOBILE AL 36695

R022906400009200.02
BAYTOWN PROPERTY SOLUTIONS LLC
4 CRENSHAW ST
MOBILE AL 36606

R022906400009202.000
NOBLES RENTALS LLC C/O J THERESA NOBLES
6902 PROVIDENCE ESTATE DR S
MOBILE AL 36695

R022906400009056.000
PHILLIPS ARTHUR CHARLES
1653 PRINCESS HELEN RD W
MOBILE AL 36618

R022906400009051.000
MATTHEWS YVONNE REED
PO BOX 40042
MOBILE AL 36640

R022906400009054.000
SALTER EDWARD V & SUSAN J SALTER
106 HALLETT ST N
MOBILE AL 36604

R022906400009055.000
TATER JENNIFER GILES
3500 DUNCAN BRIDGE DR
BUFORD GA 30519

R022906400009086.000
CHAVEZ JOSE A
10602A HAMILTON FARM RD
GRAND BAY AL 36541

R022906400009087.000
BOWEN CHRIS & JOHN STIMPSON C/O STIMPSON PROPERTIES LLC
7 N BROAD ST STE D
MOBILE AL 36602

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009089.000
WILLIAMS LESLIE & BETSY WILLIAMS TRUSTEES
5060 RIVER LAKE DR
FAIRBURN GA 30213

R022906400009091.000
WILLIAMS CYNTHIA R
540 FAWN CLEN CT
ROSWELL GA 30075

R022906400009093.000
ZEGERS ZOE JOSEPHINE
101 HALLETT STR N
MOBILE AL 36604

R022906400009094.000
PEARIGEN CAROLYN
1104 OLD SHELL RD
MOBILE AL 36604

R022906400009095.000
GEE CATHERINE M
1108 OLD SHELL RD
MOBILE AL 36604

R022906400009096.000
DEHART MATTHEW W
1112 OLD SHELL RD
MOBILE AL 36604

R022906400009098.000
PEACOCK GEOFFREY W & LISA N PEACOCK
1116 OLD SHELL RD
MOBILE AL 36604

R022906400009128.000
BALTATESCU IONUT S
1108 NEW SAINT FRANCIS STR
MOBILE AL 36604

R022906400009130.000
DALLOSTA DEBORAH K
1150 NEW ST FRANCIS ST
MOBILE AL 36604

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009131.000
THORNTON MARK JAY & LOREE BETH THORNTON
1154 NEW ST FRANCIS ST
MOBILE AL 36604

R022906400009162.000
RAFAEL JOSEPH H & EMILY MCCROCKLIN
1113 OLD SHELL RD
MOBILE AL 36604

R022906400009166.000
ATCHISON PROPERTIES INC
921 DAUPHIN ST
MOBILE AL 36604

R022906400009166.001
MOTION AND GRAPHIC IMAGE CORPORATION L L C
25 MCPHILLIPS AVE
MOBILE AL 36604

R022906400009167.000
MAKI MARK & CHRISTY L FLINT
1112 DAUPHIN ST
MOBILE AL 36604

R022906400009187.000
WHITE SHALONDA R & JUANITA OWENS
7 NORTH PINE
MOBILE AL 36604

R022906400009191.001
TAYLOR PATRICIA R
1057 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009191.002
ATCHISON PROPERTIES INC
921 DAUPHIN ST
MOBILE AL 36604

R022906400009192.000
NEESE PURCHASE LLC
7 N BROAD ST UNIT D
MOBILE AL 36602

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009193.000
MCELROY JAMES THEODORE & PEYTON
CRAIG
MCELROY
1055 NEW ST FRANCIS ST
MOBILE AL 36604
R022906400009195.000
DAVIS MARIE M
1051 OLD SHELL RD
MOBILE AL 36604

R022906400009195.01
POGGI FRANCIS ANTHONY JR
106 HOUSTON ST
MOBILE AL 36606

R022906400009196.000
MYERS LEROY DUANE & LEO M REED
1052 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009198.000
GRAY DAVID M & MELODY BAKER GRAY
1056 NEW SAINT FRANCIS ST
MOBILE AL 36604

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL 36606

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: January 19, 2023

APPLICANT NAME Bethel Engineering (Vincent LaCoste, Agent)

SUBDIVISION NAME Bagby Elevators Subdivision

LOCATION 1101 and 1107 Old Shell Road
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

CITY COUNCIL DISTRICT Council District 2

PRESENT ZONING R-1, Single-Family Residential District, and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acre

CONTEMPLATED USE Subdivision Approval to create one legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS **Subdivision:** FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide reference, on the map and the description, to a monumented corner. An iron set at the street ROW intersection is not an acceptable corner.
C. Provide information on the surrounding properties (i.e. owner name)

D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #76) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 22,000 sf.

E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.

G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the

County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS - Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT Immediately.

REMARKS The applicant is requesting Subdivision Approval to create one legal lot of record from two existing metes-and-bounds parcels, and Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The site has been given a Traditional Corridor (TC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The applicant proposes to create one legal lot of record from two existing metes-and-bounds parcels. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Old Shell Road, North Hallett Street and New St. Francis Street, all of which are minor streets with curb and gutter and compliant 50-foot rights-of-way; therefore, no frontage dedication would be required. The right-of-way width of all streets should be retained on the Final Plat, if approved. As stated in Section V.D.6. of the Subdivision Regulations, a 25-foot radius curve should be dedicated at the intersection of North Hallett Street and New St. Francis Street; however, as the existing building on the site appears to be built-out to the North Hallett Street and Old Shell Road rights-of-way, corner radius dedication at the intersection of those two streets would be impracticable. The plat should be revised to label the lot with its size in both square feet and acres, after any required dedication, or a table should be furnished on the Final Plat providing the same information.

No minimum building setback lines are indicated on the preliminary plat. While the Zoning Ordinance and Subdivision Regulations currently in effect would require the provision of a 25-foot minimum building setback line along the street frontages, the proposed Subdivision Regulations will require a setback that is compliant with the underlying zoning. Therefore, it is recommended that Section V. D. 6 of the current Subdivision Regulations be waived and a note

should be placed on the Final Plat stating that the minimum front yard setback shall comply with the underlying zoning. requirements.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

As the site is currently split-zoned, the associated Rezoning process should be completed prior to signing the Final Plat.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North (across Old Shell Road), by R-1 properties. The entire site abuts R-1 properties to the West, and a portion of the site abuts R-1 properties to the South. To the South (across New St. Francis Street) and East (across North Hallett Street) are B-2 properties.

The applicant states the following to address the rationale for the zoning request:

> *Please find attached our application for re-zoning of the above referenced address. The site is currently zoned B-2 and R-1. We are requesting the R-1 portion of the site to be changed to B-2 to comply with the use and zoning of the remainder of the property.*

As the site is proposed to be made a single lot of record via the Subdivision process, the subdivision makes reclassification of the land into one classification necessary and desirable.

The site plan submitted depicts the existing structure and parking areas. The parking area on the South side of the site is depicted as being paved with compliant asphalt paving. However, the parking area on the West side of the site is depicted as being paved in noncompliant gravel. Therefore, the Rezoning should be subject to the paving of the West parking area in asphalt, concrete, or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment.

RECOMMENDATION

Subdivision: Based upon the preceding, with a waiver of Section V.D.6. of the Subdivision Regulations, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the right-of-way widths of all streets on the Final Plat;
2) dedication of a 25-foot radius curve at the intersection of North Hallett Street and New St. Francis Street;
3) revision of the plat to label the lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the Final Plat providing the same information;
4) placement of a note on the Final Plat stating that the minimum front yard setback shall comply with the underlying zoning. requirements;
5) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide reference, on the map and the description, to a monumented corner. An iron set at the street ROW intersection is not an acceptable corner. C. Provide information on the surrounding properties (i.e. owner name). D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #76) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 22,000 sf. E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to*

AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);

7) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
8) compliance with Fire comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.);* and
9) completion of the Rezoning process prior to signing the Final Plat.

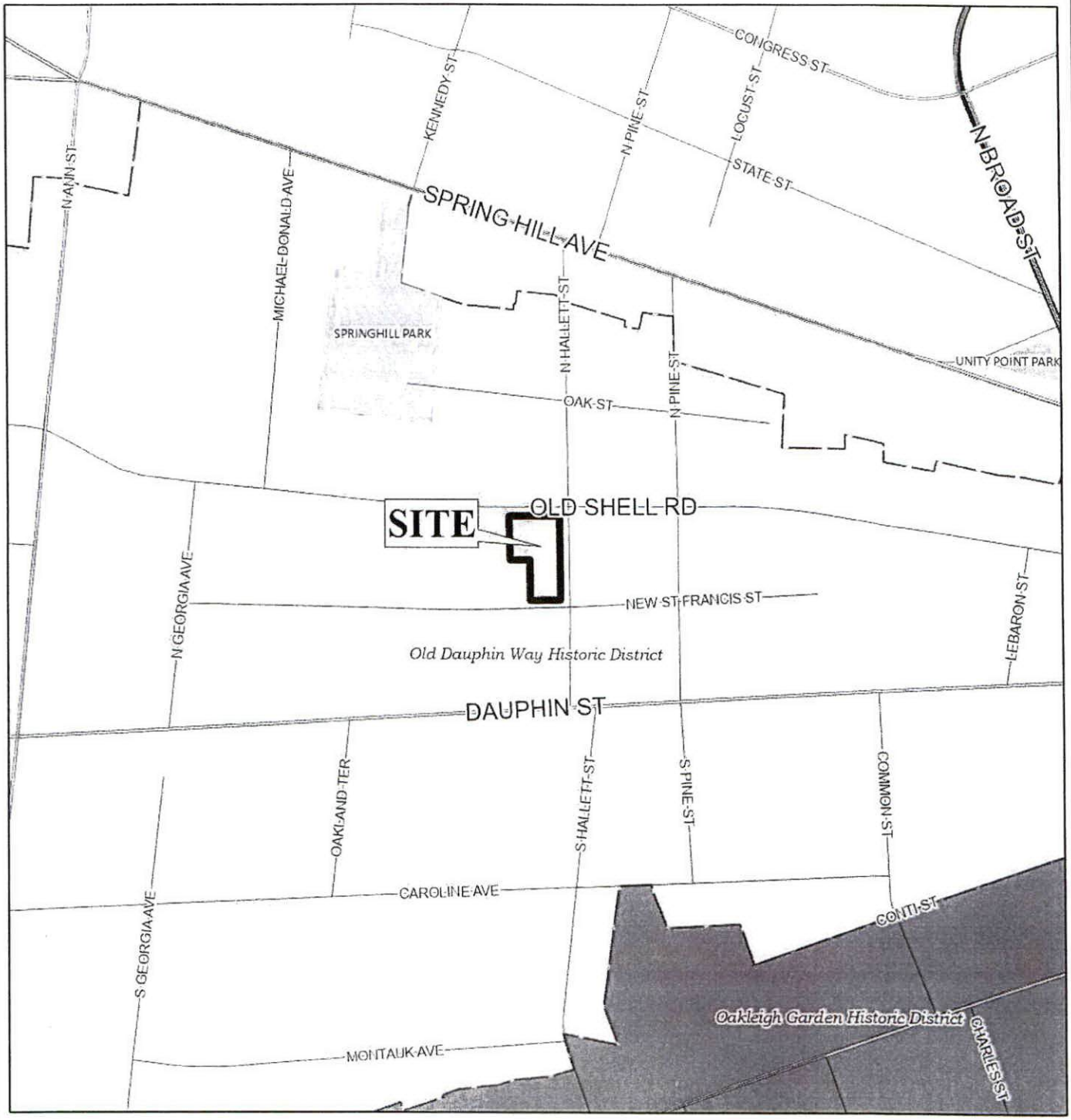
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

a. the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process;
2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and
3) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

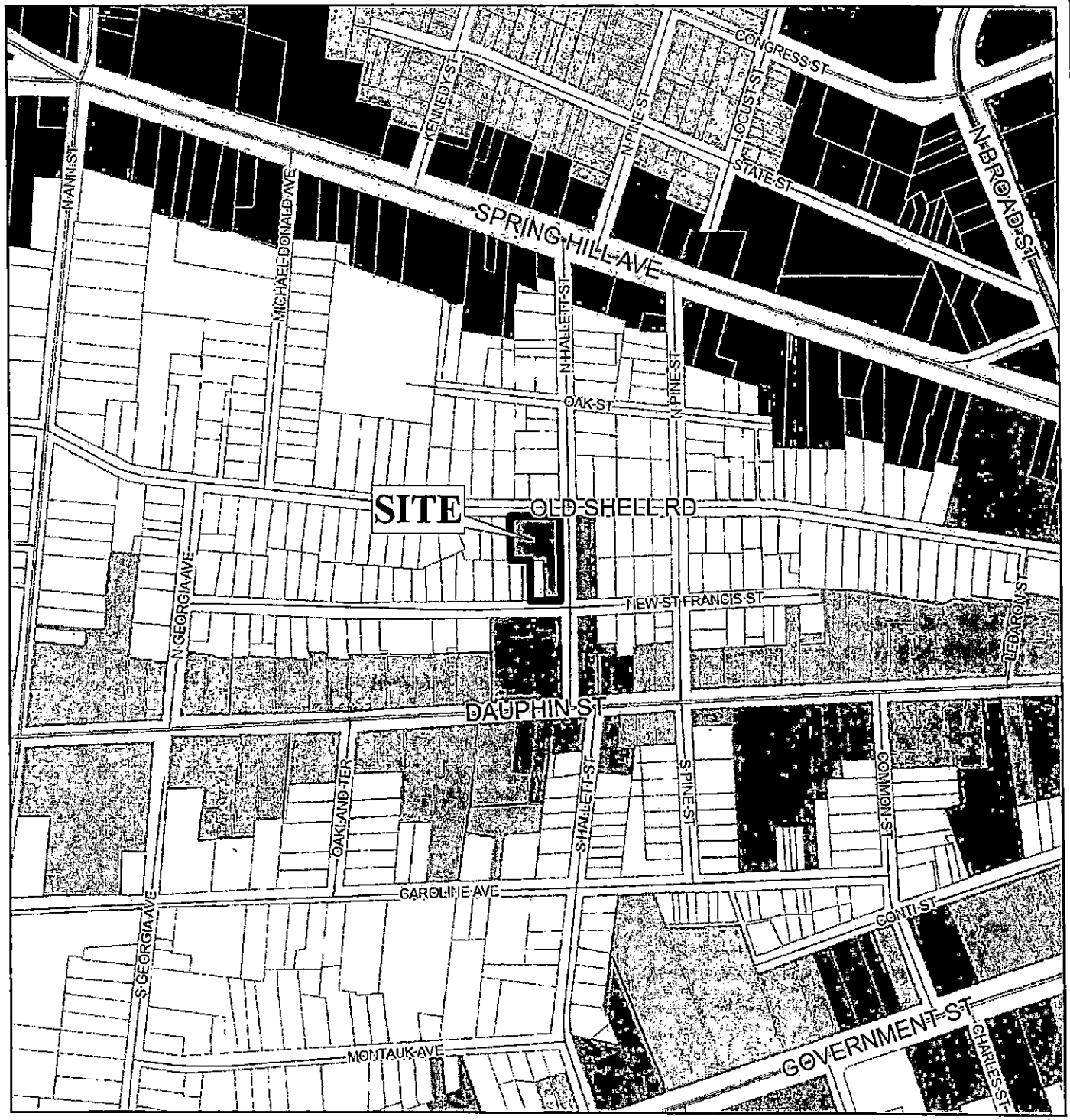
APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

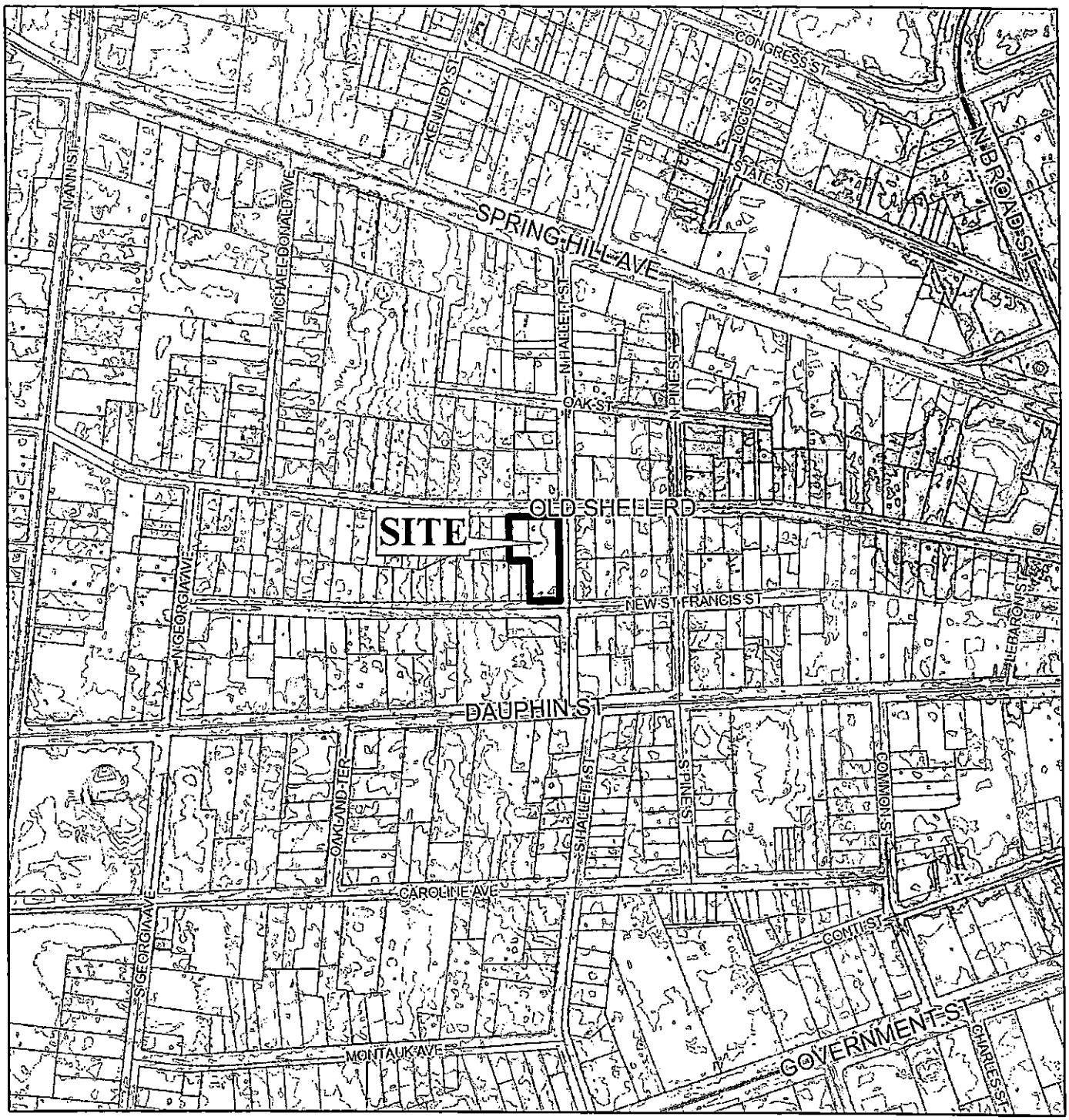
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

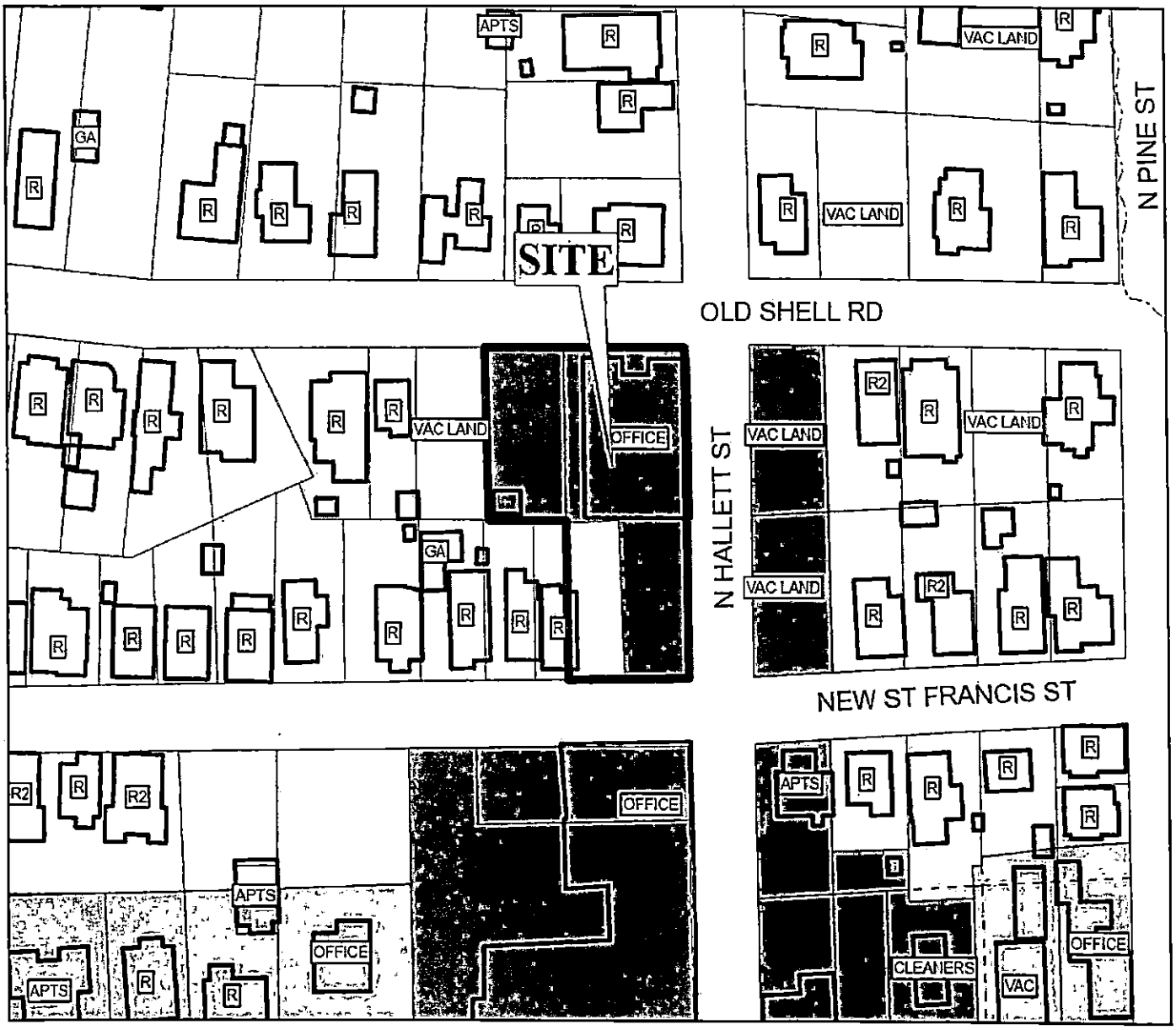
APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie south of the site.

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

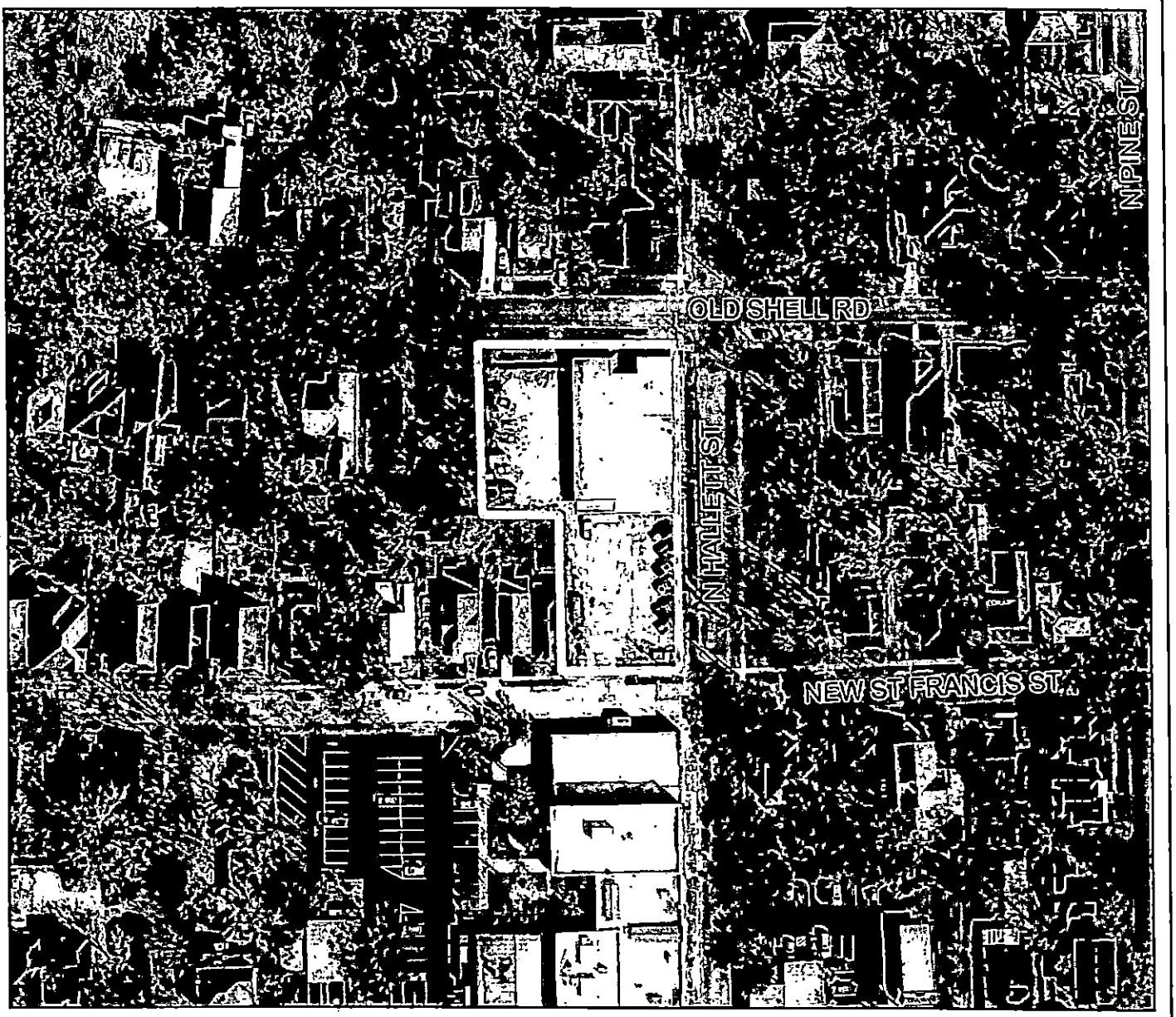
REQUEST Subdivision, Rezoning from R-1 to B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie south of the site.

APPLICATION NUMBER 4 DATE January 19, 2023

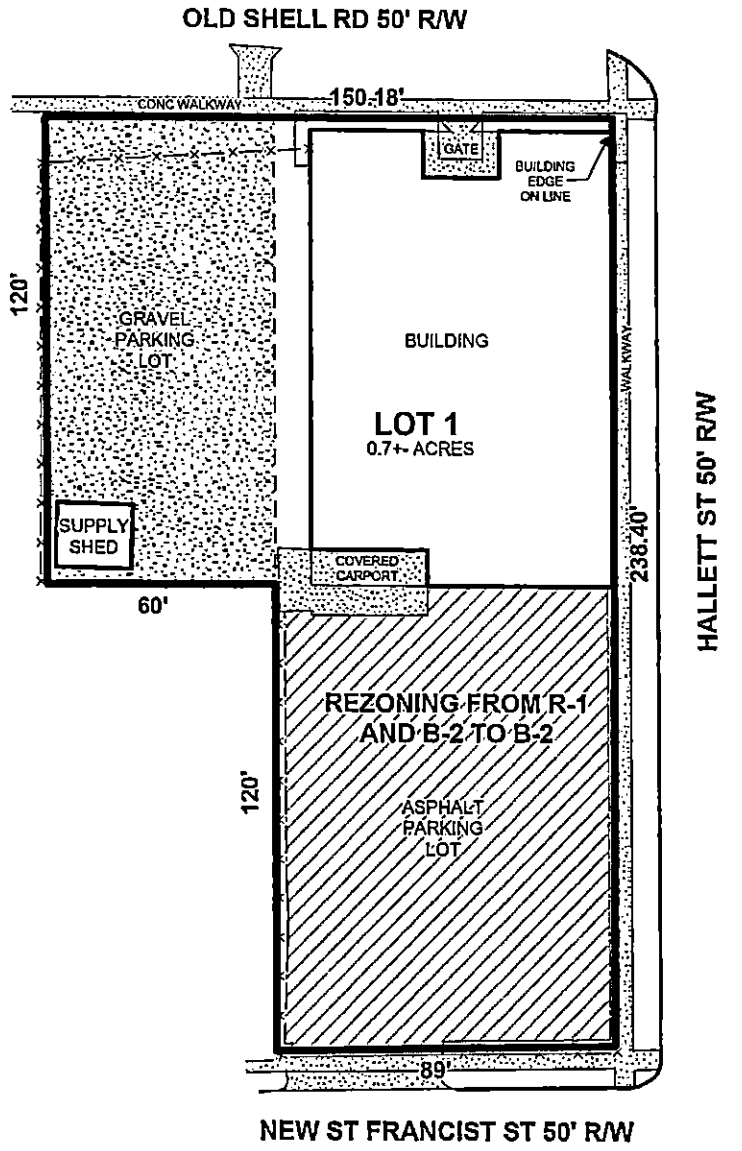
APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

SITE PLAN



The site plan illustrates the existing building, shed, parking lots, and fencing.

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:
Chief Paul Prine, MPD

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application to the International Association of Chiefs of Police in the amount of $300,000.00 for the FY23 Law Enforcement-Based Direct Victim Services (LEV) Grant. This is a U.S. Department of Justice grant administered by the International Association of Chiefs of Police through subawards. There is no match requirement.

Funding Source
Project # **Discretionary Funds**
Project String **Contract Number:**
Budget Amendment **REDUCE** **INCREASE**
Grant Funds $300,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	3/8/2023 - 11:53 AM
Legal	Kern, Chris	Approved	3/8/2023 - 12:49 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:50 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:07 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice (DOJ), through the International Association of Chiefs of Police, a Grant Subaward in the amount of $300,000.00 for the FY 2023 Law Enforcement-Based Victim Services (LEV) Program.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice or the International Association of Chiefs of Police. The Subrecipient Agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Daves

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 1:48 PM

R E S O L U T I O N

Sponsored by: Councilmember Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (On/Off Premises) License
Submitted by:	Grizzly Axes, LLC
Location:	Grizzly Axes 4325 Downtowner Loop South Mobile, AL 36609

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5563

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 02.22.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

040 - RETAIL BEER (ON/OFF PREMISES)
060 - RETAIL TABLE WINE (ON/OFF PREMISES)

(Type of License)

TO: *GRIZZLY AXES LLC*

Trade Name: GRIZZLY AXES

Location: 4325 DOWNTOWNER LOOP SOUTH MOBILE AL 36609

This business is located within the City's corporate limits.

Comments:
NEW APPPLICATION
AGENDA 03.14.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
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SCOTT JONES
DISTRICT 6
CITY CLERK
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This business is located within the City's corporate limits.

Comments:
NEW APPPLICATION
AGENDA 03.14.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

Paul O. Prine
Chief of Police

2460 Government Blvd
Mobile, AL 36606
(251) 208-1701
(251) 208-1705 FAX

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: March 1, 2023

Re: Alcoholic Beverage License Application No. 5563
GRIZZLY AXES LLC
D/B/A: Grizzly Axes
4325 Downtowner Loop South
Mobile, AL 36609
Jeffrey Fischer, Member
Gayle Fischer, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named Grizzly Axes. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

FEB 28 2023
CHIEF OF POLICE

_____ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

Paul O. Prine
Chief of Police

2460 Government Blvd
Mobile, AL 36606
(251) 208-1701
(251) 208-1705 FAX

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: March 1, 2023

Re: Alcoholic Beverage License Application No. 5563
GRIZZLY AXES LLC
D/B/A: Grizzly Axes
4325 Downtowner Loop South
Mobile, AL 36609
Jeffrey Fischer, Member
Gayle Fischer, Member

I have reviewed the attached application submitted to me by Office Assistant Payton Kennedy. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named Grizzly Axes. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

Alcoholic Beverage License Application Checklist

According to the City of Mobile Revenue Department, this business has:

☐ an up-to-date business license.

☐ currently paid all taxes due.

☑ other: This liquor application is new; therefore, this business license is currently being applied for and no taxes need to be paid.



Office Assistant Payton Kennedy

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **February 23, 2023**

Re: **Application # 5563 / 4325 Downtowner Loop S**

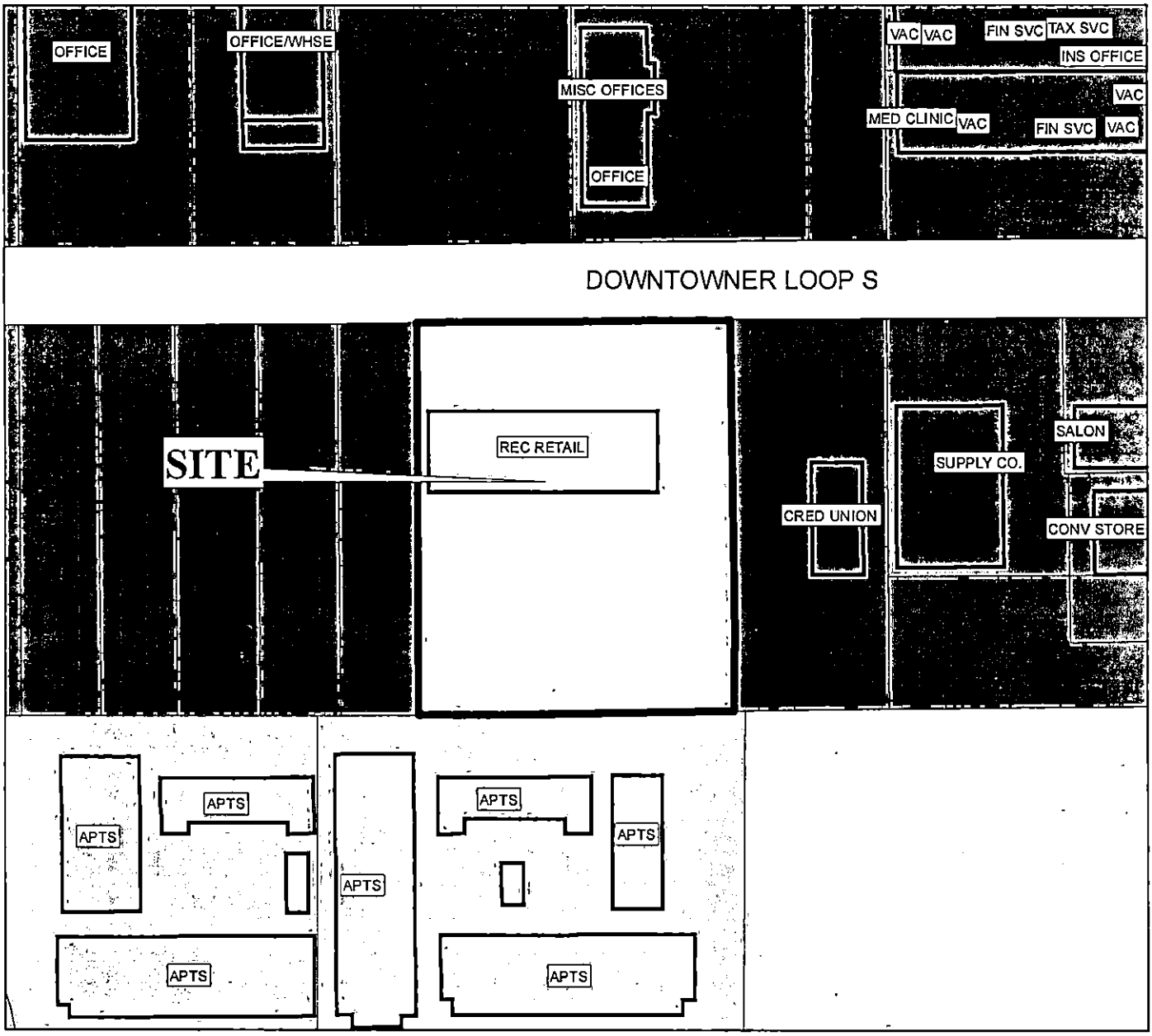
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that an axe throwing business with retail beer and wine sales is a permitted use with Planning Approval in this zoning district. At its July 21, 2022 meeting, the Planning Commission approved a Planning Approval request to allow an axe throwing business at this location (Case #PA-002096-2022).

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5563 DATE MARCH 14, 2023

APPLICANT GRIZZLY AXES LLC

LOCATION 4325 DOWNTOWNER LOOP SOUTH

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S
NTS

LANDUSE SURVEY CONDUCTED 2010

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

AGENDA DATE 03.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5563

☑ NEW APPLICATION ☐ TRANSFER-OWNERSHIP ☐ TRANSFER-LOCATION

GRIZZLY AXES LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **040 - RETAIL BEER (ON/OFF PREMISES)**
060 - RETAIL TABLE WINE (ON/OFF PREMISES)
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *GRIZZLY AXES LLC*

TRADE NAME: GRIZZLY AXES

LOCATED AT: 4325 DOWNTOWNER LOOP SOUTH MOBILE AL 36609

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: GIL OSTERLOH PHONE#: 850.259.3541

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 02.22.2023
Application No: 5563

Type License: ***040 - RETAIL BEER (On/Off Premises)***

Type License: ***060 - RETAIL TABLE WINE (On/Off Premises)***

Name of Applicant(s) ***GRIZZLY AXES LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
FISCHER, JEFFREY MATTHEW	MEMBER	12.21.1993 DOYLESTOWN PA USA BUCKS COUNTY	
FISCHER, GAYLE KATHRYN	MEMBER	04.24.1964 BRISTOL PA USA BUCKS COUNTY	

Corporate information: FL L18000218945 (Enter book & page or document info) Date: 11.17.2022 (Incorporation or Authority) County: ESCAMBIA

Trade Name ***GRIZZLY AXES***

Location 4325 DOWNTOWNER LOOP SOUTH MOBILE AL 36609

Mailing Address 4325 DOWNTOWNER LOOP SOUTH MOBILE AL 36609
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? AMUSEMENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO GJ

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant** POA

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** POA

COUNTY OF **MOBILE** **TITLE** POA **DATE** 02.22.2023

The undersigned GRIZZLY AXES LLC - GIL OSTERLOH (POA)

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

POA

Signature of Affiant

Sworn to and subscribed before, me this 22nd day of FEBRUARY Year 2023

R Shawn Skinner

SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person GIL OSTERLOH E-mail: GIL@BEVERAGE-LAW.COM

Phone Number: Home: 850.259.3541 Cell: 850.259.3541 Bus: 850.259.3541

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 90 License premises includes patio area *NO*

Square Footage 10406

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
FISCHER, JEFFREY MATTHEW	NONE		
FISCHER, GAYLE KATHRYN	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: GRIZZLY AXES LLC 215-858-6703

Address of Property Owner/Lessor: 6350 PARAKEET TRAIL PENSACOLA FL 32503

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) [initials]

CITY OF MOBILE

REVENUE DEPARTMENT

February 21, 2023

GRIZZLY AXES

4325 DOWNTOWNER LOOP SOUTH

MOBILE, AL 36609 USA

ACCOUNT NUMBER: 124732 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1497376	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL DUE: **$50.00***

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

032368-0002 CHARLITTA 02/22/2023 11:55AM

BUSINESS LICENSE
GRIZZLY AXES LLC
124732
2023 Item: 1497376
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal 50.00
TP CC FEE 5.00
Total 55.00

REVENUE CC 55.00
**********0428
Ref=7087c283-a7db-44cc-9468-ed3e9a321cc1
Auth=127130

Change due 0.00

Paid by: ALYSSA HOFFMAN

Thank you for your payment

CUSTOMER COPY

INFORMATION SHEET

Contact Person: GIL OSTERLOH **Phone #:** 850-259-3541

Business Name: GRIZZLY AXES

Corporation Name: GRIZZLY AXES, LLC

Business Address: 4325 DOWNTOWNER LOOP, ,MOBILE, ALABAMA 36609

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. FOREIGN FLORIDA LLC **County** _____;
(Enter book and page or document info)
Date 11/17/2022 FILED WITH ALABAMA SECRETARY OF STATE AS A FOREIGN LLC
(Incorporation or Authority)

Is business equipped with table & chairs? YES **Building seating capacity;** 120

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? FOOD IS OFFERED AT ALL TIMES

If not kitchen equipped, is any type of food served? YES **If yes explain:** SNACKS & SANDWICHES

Square Feet of building 10,406

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

⇒ **Does club charge & collect dues from elected members?** _____
⇒ **How many paid-up members are there in the Club?** _____
⇒ **Are regular meetings held?** _____ **If so, when?** _____
⇒ **Is business conducted through officers regularly elected?** _____
⇒ **Are members admitted by written application, investigation & ballot?** _____
⇒ **For what purpose is the Club organized & operated. Social**____; **Patriotic**____; **Political**____; **Athletic**____.
⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): **GRIZZLY AXES, LLC**

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (X) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) **JEFFREY MATTHEW FISCHER**

Social Security # [redacted] Race: **W** Sex: (X)M ( )F

Driver License# [redacted] State **FL**

Title (*i.e. Owner, President, Member*) **MEMBER**

Date of Birth **12 / 21 /1993**

Place of Birth **BUCKS** (*County*) **PA** (*State*) **USA** (*Nation*)

Present Address: [redacted]
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: [redacted] Home# [redacted] Cell# **267-280-7027**

****

Full Name (*First, Middle, Last*) **GAYLE KATHRYN FISCHER**

Social Security # [redacted] Race: **W** Sex: ( )M (X)F

Driver License# [redacted] State **FL**

Title (*i.e. Owner, President, Member*) **MEMBER**

Date of Birth **04/ 24 / 1964**

Place of Birth **BUCKS** (*County*) **PA** (*State*) **USA** (*Nation*)

Present Address: [redacted]
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: [redacted] Home# [redacted] Cell# **215-858-6703**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230215134906760

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Trade Name: GRIZZLY AXES **Filing Fee:** $100.00

Applicant: GRIZZLY AXES LLC **Transfer Fee:**

Location Address: 4325 DOWNTOWNER LOOP SOUTH MOBILE, AL 36609

Mailing Address: 4325 DOWNTOWNER LOOP SOUTH MOBILE, AL 36609

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: L18000218945

Do you sell Draft Beer?:

Date Incorporated: 09/14/2018 **State incorporated:** FL **County Incorporated:** ESCAMBIA

Date of Authority: 11/17/2022

Federal Tax ID: 83-2451670 **Alabama State Sales Tax ID:** R011539752

Name:	Title:	Date and Place of Birth:	Residence Address:
GAYLE KATHRYN FISCHER	MEMBER	04/24/1964 BRISTOL PA	
JEFFREY MATTHEW FISCHER	MEMBER	12/21/1993 DOYLESTOWN PA	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: GIL OSTERLOH
Business Phone: 850-259-3541
Fax:

Home Phone: 850-837-9954
Cell Phone: 850-259-3541
E-mail: GIL@BEVERAGE-LAW.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230215134906760

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: GRIZZLY AXES LLC 215-858-6703
What is lessors primary business?
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 10406 Display Square Footage:
Building seating capacity: 90 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230215134906760

Initial each	Signature page
GO	In reference to law violations, I attest to the truthfulness of the responses given within the application.
GO	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
GO	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
GO	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
GO	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
GO	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Gil Osterlon for Grizly Axes, LLC

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 2/15/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230215134906760

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Is the lessor involved in any way with the alcohol beverage business?: APPLICANT AND LANDLORD ARE THE SAME PERSON
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APLICANT AND LANDLORD ARE SAME PERSON

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	GRIZZLY AXES	*Applicant:*	GRIZZLY AXES LLC
Location:	4325 DOWNTOWNER LOOP SOUTH MOBILE AL 36609	*License Type:*	040/060
Contact:	GIL OSTERLOH	*ABC Staff:*	S/ DURHAM
Telephone:	850-259-3541	*Date:*	2/15/2023

***IMPORTANT NOTE:** Applicants must provide all the items (if applicable) below before the ABC license can be issued.*

1.	x	FILING FEE	$50.00	$50.00	
2.	N/A	Transfer Fee			
3.	N/A	Application			
4.	N/A	Transfer Agreement			
5.	N/A	Current ABC License & Current Owner Driver License			
6.	N/A	Current ABC Licensee's Liquor Liability Insurance			
7.	X	Lease			
	X	Is the correct Applicant's name on the lease/deed?			
	X	Is the Address correct on the lease/deed?			
	X	Are the Terms of the lease clear?			
	X	Is the lease/deed signed?			
8.	X	Corporation/LLC/LLP/Partnership Agreement/Association			
9.	X	List of Members			
10.	X	IRS Employer Identification Number (EIN)			
11.	X	Alabama Dept of Revenue State Sales License			
12.	X	Sketch (On-premise consumption & packages store only)			
13.	N/A	City of Mobile Ordinance			
14.	N/A	Restaurant Menu			
15.	N/A	Restaurant Memorandum of Understanding			
16.	X	Rules & Regulations/Title 28			
17.	N/A	Copy of Tobacco Regulation			
18.	X	Filing/Transfer Fee Acknowledgement		2/24/2023	
19.	X	Instructions to License			
20.	X	Person in Charge Sign			
21.	N/A	Club Liquor Class I and II License Only			
	n/a	Corporation/LLC/LLP			
	n/a	Bylaws			
	n/a	Membership List			
	n/a	Compliance Checklist			
22.	X	Power of Attorney			
	X	Identification/Photograph			
23.	X	Identification (DL, State / Military ID or US Passport-color copy)			
	X	Officer/Member 1			
	X	Officer/Member 2			
24.	X	Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificate)			
	x	Officer/Member 1			
	X	Officer/Member 2			

25.	X	Background check	
	X	Officer/Member 1	[XXXXXXXXXX]
	X	Officer/Member 2	
26.		Co Health Dept. Permit/Inspection (On-premise lic	
27.	N/A	City Business License (Required for tobacco only	
28.		Insurance	
29.	N/A	Current Owner Insurance	
30.		*License Fee	**$450.00**
31.		City/County Approval	

Application expires on June 15, 2023

sandy.durham@abc.alabama.gov

Before** **February 24, 2023** **Contact

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

** Make personal or business checks payable to: Alabama ABC Board.*

Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

x *Save Program* _____ *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, PO Box 281, Theodore, AL 36590 Phone (251) 653-0015, Fax (251) 653-6622
www.abc.alabama.gov

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
NONE FOR ANY MEMBERS AND OFFICERS OF THE APPLICANT LLC				

I certify that the above information is correct and true.

POA _____ **Date:** **04/14/2023**

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: **GRIZZLY AXES, LLC**

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: _____

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

FDLE Criminal History Search Results for FISCHER, JEFFREY MATTHEW

From: ApplicantChecks@fdle.state.fl.us (applicantchecks@fdle.state.fl.us)

To: gil@beverage-law.com

Date: Tuesday, February 14, 2023 at 07:51 PM CST

The following is your search criteria:
Tran ID: 14553586
Name: FISCHER, JEFFREY MATTHEW
Maiden Name/Alias:
Maiden Name/Alias 2:

Age:
Race: W
Sex: M

Search conducted: 2/14/2023 08:51:52 PM

FDLE found NO Florida criminal history based on the information provided. No criminal record check was conducted for other states or for the FBI. This record (or statement that there is not a record) is based on a request from a member of the public. This customer used the FDLE Internet system to search for the Florida record. FDLE is providing this to respond to the customer's request.

FDLE Criminal History Search Results for FISCHER, GAYLE KATHRYN

From: ApplicantChecks@fdle.state.fl.us (applicantchecks@fdle.state.fl.us)

To: gil@beverage-law.com

Date: Tuesday, February 14, 2023 at 07:54 PM CST

The following is your search criteria:
Tran ID: 14553589
Name: FISCHER, GAYLE KATHRYN
Maiden Name/Alias:
Maiden Name/Alias 2:

Age:
Race: W
Sex: F

Search conducted: 2/14/2023 08:54:10 PM

FDLE found NO Florida criminal history based on the information provided. No criminal record check was conducted for other states or for the FBI. This record (or statement that there is not a record) is based on a request from a member of the public. This customer used the FDLE Internet system to search for the Florida record. FDLE is providing this to respond to the customer's request.

LIMITED POWER OF ATTORNEY

GRIZZLY AXES, LLC grants Gil Osterloh of Beverage Law Professionals a "limited power of attorney" to act on its behalf in all matters before the Alabama ABC Board, County of Mobile, and City of Mobile, the same as a corporate officer, pertaining to its application for any state, county, or city license/permit for alcohol and beverage/food service.

This limited power of attorney will remain until further notice.

By: _____
Jeffrey Fischer
Authorized Member

STATE OF FLORIDA
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 23 day of January, 2023. The individual granting power of attorney is ( ) personally known to me or produced DLF210433934410 _____ as identification.

My commission expires: 12/22/24 _____
NOTARY PUBLIC

By: _____
Gayle Fischer
Authorized Member

SARAH STULTZ
MY COMMISSION # HH 074835
EXPIRES: December 22, 2024
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 23 day of January, 2023. The individual granting power of attorney is ( ) personally known to me or produced DL P210029106446440 _____ as identification.

My commission expires: 12/22/24 _____
NOTARY PUBLIC

SARAH STULTZ
MY COMMISSION # HH 074835
EXPIRES: December 22, 2024
Bonded Thru Notary Public Underwriters

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:
   GRIZZLY AXES, LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   *A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (**No PO Boxes**) address of principal office: _____

   _____

   Mailing address (if different from street address) _____

   _____

(For SOS Use Only)

Alabama
Sec. Of State

001-049-819 FLL

Date	11/17/2022
Time	12:51:00
File	$150.00
County	$0.00
Total	$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Florida
(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 9 / 14 / 2018 (MM/DD/YYYY)

8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.

9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
JEFFREY M FISCHER

10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):

Mailing address **in** Alabama of registered agent/office (if different from street address)

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):

Began or will begin doing business: 1 / 1 / 2023 (MM/DD/YYYY)

11 / 17 / 2022
Date (MM/DD/YYYY)

GAYLE FISCHER MGR
Signature of person authorized to sign per 10A-1-4.01

Wes Allen
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of GRIZZLY AXES, LLC, as received and filed in the Office of the Secretary of State on 11/17/2022.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

01/22/2023

Date

Wes Allen

Secretary of State

20230122000002526

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

GRIZZLY AXES, LLC

This name reservation is for the exclusive use of GAYLE FISCHER, 6300 N Davis Hwy, PENSACOLA, FL 32504 for a period of one year beginning November 17, 2022 and expiring November 17, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

November 17, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES057591

Electronic Articles of Organization For Florida Limited Liability Company

L18000218945
FILED 8:00 AM
September 14, 2018
Sec. Of State
kpcardwell

Article I

The name of the Limited Liability Company is:

GRIZZLY AXES, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

6350 PARAKEET TRAIL
PENSACOLA, FL. 32503

The mailing address of the Limited Liability Company is:

6350 PARAKEET TRAIL
PENSACOLA, FL. 32503

Article III

Other provisions, if any:

THE COMPANY WILL BE MANAGED BY ONE OR MORE ELECTED MEMBERS WHO DO NOT HAVE TO BE A MEMBER OF THE COMPANY TO QUALIFY TO SERVE AS A MANAGER AND MAY EITHER BE AN INDIVIDUAL PERSON, A CORPORATION OR A LIMITED LIABILITY COMPANY.

Article IV

The name and Florida street address of the registered agent is:

BORDELON LAW FIRM P.L.
1101 GULF BREEZE PARKWAY
B5-19
GULF BREEZE, FL. 32561

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JOHN S. BORDELON

Article V

L18000218945
FILED 8:00 AM
September 14, 2018
Sec. Of State
kpcardwell

The name and address of person(s) authorized to manage LLC:

Title: MGR
JEFFREY M FISCHER
6350 PARAKEET TRAIL
PENSACOLA, FL. 32503

Title: MGR
GAYLE K FISCHER
804 MEADOWOOD LANE
WARMINSTER, PA. 18974

Signature of member or an authorized representative

Electronic Signature: JOHN S. BORDELON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L18000218945

Entity Name: GRIZZLY AXES, LLC

Current Principal Place of Business:

6300 N DAVIS HWY
PENSACOLA, FL 32504

Current Mailing Address:

6300 N DAVIS HWY
PENSACOLA, FL 32504 US

FEI Number: 83-2451670

FILED
Jan 22, 2022
Secretary of State
113952104 9CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

FISCHER, GAYLE K
4412 SOUNDSIDE DR
GULF BREEZE, FL 32563 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: GAYLE K FISCHER 01/22/2022
Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	FISCHER, JEFFREY M	Name	FISCHER, GAYLE K
Address		Address	
City-State-Zip:		City-State-Zip:	

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GAYLE FISCHER MGR 01/22/2022
Electronic Signature of Signing Authorized Person(s) Detail — Date

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

GRIZZLY AXES LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011539752	12/1/2022	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derick Coleman

Deputy Commissioner

NAICS CODE: 713990

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

4325 DOWNTOWNER LOOP S MOBILE AL 36609-5412
6300 N DAVIS HWY PENSACOLA FL 32504-6953

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

RETAIL ON PREMISE BEER AND RETAIL ON PREMISE WINE
(Type of alcoholic beverage license)

To be used in a/an FAMILY FRIENDLY AXE THROWING BUSINESS
(Type of business)

GRIZZLY AXES, LLC
(Name of applicant whether individual, corporation, etc.)

4325 DOWNTOWNER LOOP
(Location address for application)

Mobile	AL	36609
City	State	Zip

10,406
(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

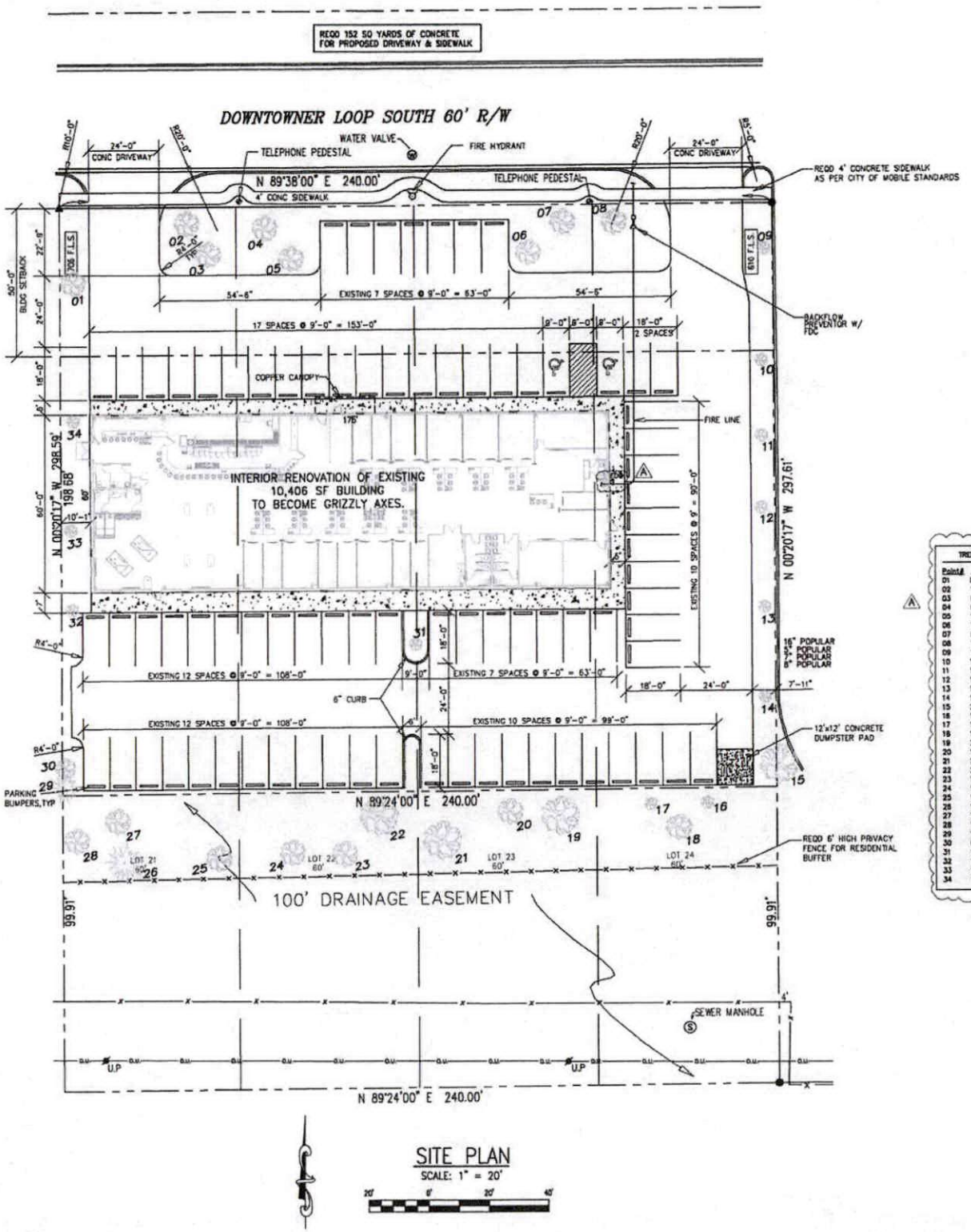
URBAN DEVELOPMENT DEPARTMENT

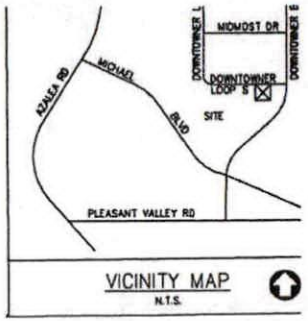
Zoning B-2 Parking Provided 80

Parking Required 35 Compliance: X Yes ____ No

H. Logan Anderson 02/22/2023

(Signed by Urban Development Dept) Date





TREE DATA	
TREES REQUIRED: B-3 ZONING	
FRONT SETBACK: 1 PER 30 FEET (MACMAE DR 240'/30)	8 HERITAGE TREES
PERIMETER: 1 PER 30 FEET (835/30)	27 HERITAGE TREES
PARKING LOT: 1 PER 20 PARKING SPACES	4 UNDERSTORY TR
TOTAL REQUIRED:	39 TREES
TOTAL PROVIDED:	
FRONTAGE TREE CREDITS: 1 PER 1	8 TREES
TREE CREDITS: TOTAL DIAMETER DIVIDED BY 6 (235/6)	39 TREES
PINE TREE CREDITS: TOTAL DIAMETER DIVIDED BY 12 (30/12)	2 TREES
OVERSTORY TREES	0 TREES
UNDERSTORY TREES	12 TREES
TOTAL PROVIDED: (LESS CREDITS)	0 TREES
TREE BANK DONATIONS:	0 TREES

"TBR" DENOTES "TO BE REMOVED"
WAIVER OF FRONTAGE TREES APPROVED BY URBAN FORSTERY. DONATION ($200 PER TREE) MUST BE MADE TO THE TREE BANK PRIOR TO APPROVAL OF PERMIT

1. ALL NEW TREES TO CONFORM TO CITY OF MOBILE TREE LANDSCAPING AND PROTECTION
2. HERITAGE TREES SHALL BE ANY OF THE FOLLOWING: OAK (EXCLUDING WATER OAK & SCRUB OAK), HICKORY, SYCAMORE, YELLOW POPLAR, SWEET GUM, MAGNOLIA &
3. UNDERSTORY TREES SHALL BE ANY OF THE FOLLOWING: DOGWOOD, CREPE MYRTLES, BRADFORD PEARS, RED BUDS & OTHERS APPROVED BY THE URBAN FORESTER OF THE
4. ALL LANDSCAPED AREAS TO BE DRESSED WITH TOPSOIL, MULCHED, FERTILIZED AND GRASSED.
5. ALL TREES SHALL BE 3" CALIPER 6. ALL TREES IN THE FIRST 15' OF 25' SETBACK TO BE LIVE OAK TREES ONLY

TREE LEGEND

Point #	Description
01	09" BALD CYPRESS
02	12" BALD CYPRESS
03	09" BALD CYPRESS
04	09" BALD CYPRESS
05	10" BALD CYPRESS
06	12" BALD CYPRESS
07	09" BALD CYPRESS
08	11" BALD CYPRESS
09	12" CREPE MYRTLE
10	12" CREPE MYRTLE
11	13" CREPE MYRTLE
12	12" CREPE MYRTLE
13	18" CREPE MYRTLE
14	12" CREPE MYRTLE
15	24" OAK
16	10" CREPE MYRTLE
17	10" CREPE MYRTLE
18	14" BALD CYPRESS
19	23" OAK
20	13" OAK
21	22" OAK
22	23" OAK
23	10" BALD CYPRESS
24	10" MAGNOLIA
25	10" OAK
26	19" PINE
27	7" BALD CYPRESS
28	14" OAK
29	11" PINE
30	8" LIVE OAK
31	12" CREPE MYRTLE
32	10" CREPE MYRTLE
33	10" CREPE MYRTLE
34	10" CREPE MYRTLE

PARKING DATA

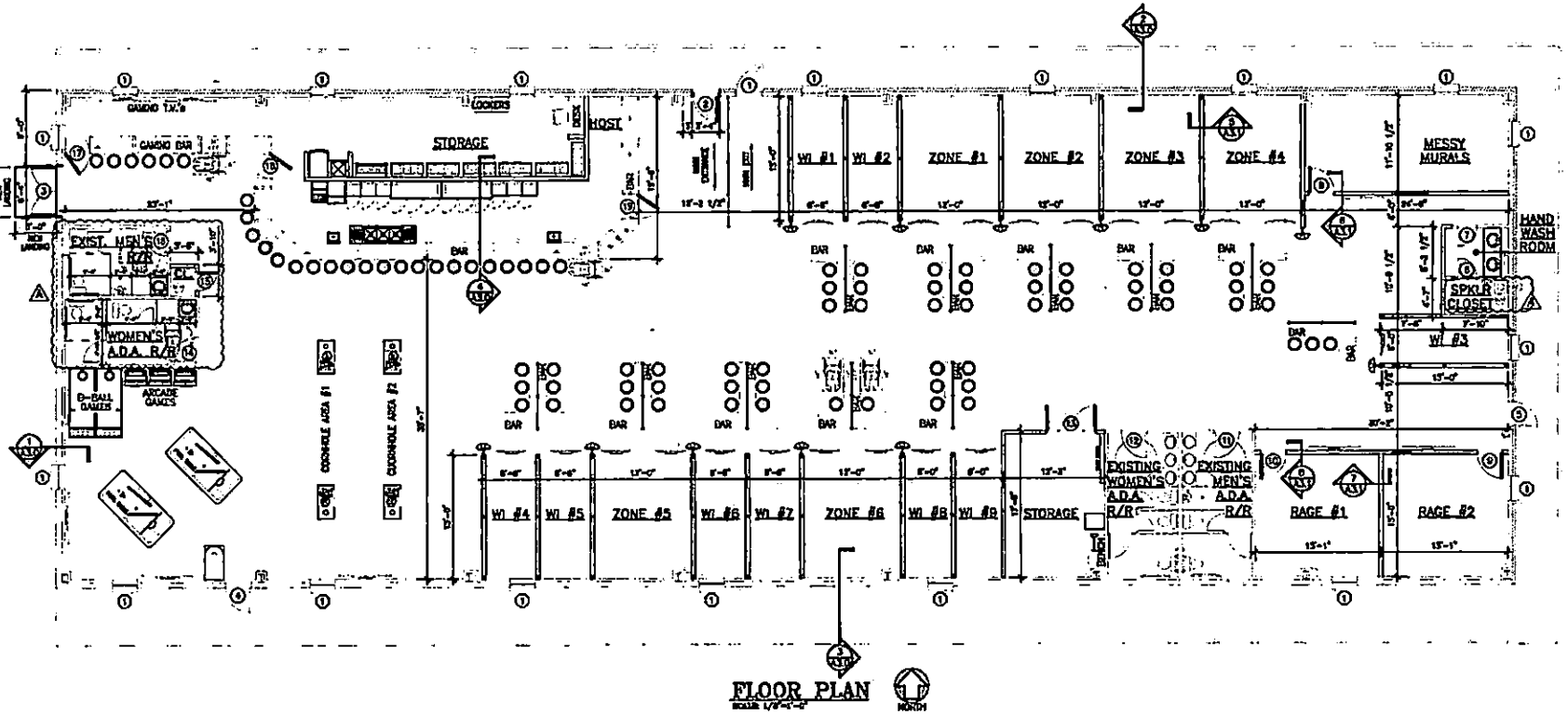
PARKING REQUIRED	
ASSEMBLY – 10,500 SQ.FT. (1 PER 300 SQ.FT.)	35 SPACES
PARKING PROVIDED	
PARKING SPACES (9'x18')	78 SPACES
HANDICAPPED PARKING SPACES (11'x18')	2 SPACES
TOTAL PARKING SPACES PROVIDED	80 SPACES

LANDSCAPING DATA:

TOTAL LOT AREA	55,200 SQ.FT.
TOTAL LANDSCAPING REQUIRED (12% OF TOTAL area)	6,624 SQ.FT.
TOTAL FRONT LANDSCAPING REQUIRED (60% OF REQUIRED)	3,974 SQ.FT.
TOTAL FRONT LANDSCAPING PROVIDED	13,183 SQ.FT.
TOTAL LANDSCAPING PROVIDED	4,121 SQ.FT.

LEGEND:

1000 — DENOTES LANDSCAPED AREA SQ. FT.



FLOOR PLAN

CITY OF
REVIE
FOR C
COMPL
12/12/2022

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

PARCEL A
LOT A, of a Resubdivsion of Lots 21, 22, 23 and 24 of Downtown West, Unit 6 according to plat thereof recorded in Map Book 107, Page 55 of the records in the office of the Judge of Probate of Mobile County, Alabama.

PARCEL B
LOTS 16 through 20 inclusive of Downtowner West, Unit 6, according to plat thereof recorded in Map Book 34, Page 45 of the records in the office of the Judge of Probate of Mobile County, Alabama

The above described property is (X) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to **GRIZZLY AXES, LLC** who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this **14TH** day of **FEBRUARY**, 20**23**.

Notary Public

11/07/2025
My Commission Expires

GIL OSTERLOH AS POWER OF ATTORNEY FOR GRIZZLY AXES, LLC **02/14/2023**
Property Owner Date

GIL OSTERLOH AS POWER OF ATTORNEY FOR GRIZZLY AXES, LLC **02/14/2023**
Licensee Date Date

ALYSSA BREANNE HOFFMAN
Notary Public - State of Florida
Commission # HH 195899
My Comm. Expires Nov 7, 2025
Bonded through National Notary Assn.

STATE OF ALABAMA
COUNTY OF MOBILE

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **AMHE, LLC,** an Alabama Limited Liability Company, the Grantor, for and in consideration of the sum of **the sum of NINE HUNDRED THOUSAND AND 00/100 DOLLARS ($900,000.00)** and other good and valuable consideration hereby acknowledged to have been paid to the said Grantor by **GRIZZLY AXES, LLC,** a Florida Limited Liability Company, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

Parcel A
Lot A, of a Resubdivision of Lots 21, 22, 23 and 24 of Downtown West, Unit 6 according to plat thereof recorded in Map Book 107, Page 55 of the records in the office of the Judge of Probate of Mobile County, Alabama.

Parcel B
Lots 16 through 20 inclusive of Downtowner West, Unit 6, according to plat thereof recorded in Map Book 34, Page 45 of the records in the office of the Judge of Probate of Mobile County, Alabama.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to Grantee only the interest Grantor owns therein, if any.

PROPERTY ADDRESS: 4325 Downtowner Loop South, Mobile, Alabama 36609.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

THE FOLLOWING APPLY TO PARCEL A:

1. Drainage easements granted to the City of Mobile by instruments recorded in Real Property Book 499, Page 430 and in Real Property Book 1581, Page 768.

2. Easement granted Southern Bell Telephone Company by instrument recorded in Real

Property Book 994, Page 327.

3. 50-foot minimum building setback line as shown on record plat.

4. 100-foot drainage and utility easement along the South line of the property as shown on record plat.

5. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.

6. Any portion of the above-described property lying within the right of way of any public road or utility.

THE FOLLOWING APPLY TO PARCEL B:

1. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.

2. Drainage easements granted the City of Mobile by instruments recorded in Real Property Book 499, Page 430 and Real Property Book 1581, Page 768.

3. Easement granted Southern Bell Telephone Company by instrument recorded in Real Property Book 994, Page 327.

4. Any portion of the above-described property lying within the right of way of any public road or utility.

ALL REFERENCES ARE TO THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for itself, and for its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that it has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that it is in the quiet and peaceable possession of said property; and that it does hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this the 18th day of August, 2022.

AMHE, LLC, an Alabama Limited Liability Company

By: _____

Its: Owner

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of AMHE, LLC, an Alabama Limited Liability Company is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she, in his/her capacity and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and notarial seal on this the 18th day of August, 2022.

Pamela A Hoven

NOTARY PUBLIC

My Commission expires: 7-16-2023

PAMELA A. HOVEN
Notary Public
Alabama State At Large
My Commission Expires 07-16-23

The Grantee's Address is:

4412 Soundside Dr.
Gulf Breeze FL 32563

The Grantor's Address is:

12119 Bannerman Dr
Theodore, AL

THIS INSTRUMENT PREPARED BY:
Beth McFadden Rouse
McFADDEN, ROUSE & BENDER, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
(251) 342-9172

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

02/14/2023
Date

Owner of Property (Signature)

GIL OSTERLOH AS POWER OF ATTORNEY FOR GRIZZLY AXES, LLC
Print Name of Property Owner

11275 US HWY 98 W STE 6-305
Address

MIRAMAR BEACH	**FL**	**32550**
City	State	Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

02/14/2023
Date

Applicant's Signature

GIL OSTERLOH AS POWER OF ATTORNEY FOR GRIZZLY AXES, LLC
Print Name of Applicant

11275 US HWY 98 W STE 6-305
Address

MIRAMAR BEACH	**FL**	**32550**
City	State	Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5563
Business Name	GRIZZLY AXES LLC
Company DBA	GRIZZLY AXES
Business Address	4325 DOWNTOWNER LOOP SOUTH 36609
License Type	040 - RETAIL BEER (ON/OFF PREMISES) 060 - RETAIL TABLE WINE (ON/OFF PREMISES)
Post Date	02.22.2023
Agenda Meeting Date	03.14.2023

POA

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Cory Penn - District 1

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
3/14/2023

Renewal Date of Contract:
3/14/2023

Funding Source

Project # 1704 Griffin Street - ME-138-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1704 Griffin Street	Cover Memo	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/9/2023 - 12:07 PM
City Clerk	Gauthier, Lana	Approved	3/9/2023 - 3:05

PM

RESOLUTION

Sponsored by: Councilmember Cory Penn - District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1704 Griffin Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1704 Griffin Street** described as:

LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 480

Last Assessed to: CHARLES & SHAMIKA GREEN

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
March 6, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1704 GRIFFIN STREET** OWNED BY OR MAY HAVE AN INTEREST: **CHARLES & SHAMIKA GREEN,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 009 480
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1704 GRIFFIN ST

Property Details

PARCEL KEYX	**00657293**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	N
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-15	COMMENTS	

Property Score

SCORE ~~48~~ 52

SCORE DISCRIPTION **Review Committee**

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 8-22-22

Motion 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 01/18/2023

Property Address: 1704 Griffin Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Charles & Shamika Green
1207 Oak Lane Drive
Mobile, Alabama 36618-1217

January 18, 2023

RE: **1704 Griffin Street**
Project Number: ME-138-22

Dear Charles & Shamika Green:

On December 5, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1704 Griffin Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 24 BLK 1 LINCOLN PARK SUBDIVISION, BEING RESUBDIVISION OF LOTS 5 AND 6, RANGE 4, WEST, OF THE OWENS DIVISION OF THE ST. LOUIS TRACT. MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 480

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 4, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 4, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 4, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 4, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 14, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


NO PARKING


2023/03/06


2023/03/06


2023/03/06


2023/03/06


2023/03/06


2023/03/06


2013/03/06




2023/03/06


2023/03/06


2023/03/06


2023/03/06


2023/03/06


2023/03/06

Affidavit of Mailed Notice

Date: March 6, 2023

State of Alabama
County of Mobile

Subject Property – 1704 Griffin Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1704 Griffin Street Date: September 15, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 15, 2022

Per the Title Report, the owner is: Charlie Glen Green and Shamika Michelle Green

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Charles And Shamika Green 1207 Oak Lane Dr Mobile AL 36618-1217	Owners Phone number 251-786-0090 Phone number 786-236-8397
2	Owners 1704 Griffin St Mobile AL 36617	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

4	Springhill Hospital 3719 Dauphin St Mobile AL 36608	Hospital Lien against Shamika M Green recorded 7/6/2021 instrument number 2021043104

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Mary Green (previous owner) recorded 2/26/2018 bk7607 pg591

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/14/2023

Renewal Date of Contract:

3/14/2023

Funding Source

Project # 414 Gaston Street - ME-183-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 414 Gaston Street	Cover Memo	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/9/2023 - 11:56 AM
City Clerk	Gauthier, Lana	Approved	3/9/2023 - 3:12

PM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **414 Gaston Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **414 Gaston Street** described as:

BEG AT A PT ON THE E/S OF GASTON ST 100 FT SLY FROM THE SE INTERSEC OF GASTON ST & DAVIS AVE & RUN TH SLY ALG E/S OF GASTON ST 25 FT M/L TO N/L OF MARION I GOOD LOE TH ELY ALG SD N/L 135 FT M/L TO E/L OF LOT 17 SQR 69 OF CAMP GROUND TRT TH NLY ALG SD E/L 25 FT TO A PT TH WLY 135 FT M/L TO THE POB BEG THE N 1/2 OF LOT 17 IN SQR 69 OF CAMP GROUND TRACT #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 113

Last Assessed to: Deborah H Jackson

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
March 6, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **414 GASTON STREET** OWNED BY OR MAY HAVE AN INTEREST: **DEBORAH H JACKSON,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 004 113
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

414 Gaston Street

Property Details			
	741166	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	10-17-22	Comments	

Property Score			
Score	96	Score Description	~~Blight Review~~ Demo

- On 10/17/22, Vacant Structure status changed from a secure to demolish due to extensive deterioration to the left side wall, roof, and foundation. There is considerable termite infestation to the vacant structure.

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 01/18/2023

Property Address: 414 Gaston Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. Repair or remove the dilapidated carport/structure at left of main house.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Deborah H Jackson
2755 Weston Road
Mobile, Alabama 36693-3055

January 18, 2023

RE: **414 Gaston Street**
Project Number: ME-183-22

Dear Deborah H Jackson:

On December 5, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 414 Gaston Street.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT A PT ON THE E/S OF GASTON ST 100 FT SLY FROM THE SE INTERSEC OF GASTON ST & DAVIS AVE & RUN TH SLY ALG E/S OF GASTON ST 25 FT M/L TO N/L OF MARION I GOOD LOE TH ELY ALG SD N/L 135 FT M/L TO E/L OF LOT 17 SQR 69 OF CAMP GROUND TRT TH NLY ALG SD E/L 25 FT TO A PT TH WLY 135 FT M/L TO THE POB BEG THE N 1/2 OF LOT 17 IN SQR 69 OF CAMP GROUND TRACT #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 113

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 4, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 4, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 4, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 4, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 14, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


NOTICE
KEEP OUT
2023/03/06




NOTICE
2023/03/06


2023/03/06


2023/03/06




2023/03/06


orgia Pacific
2023/03/06


2023/03/06


APA
MTLA 500
APA


Georgia-Pacific
2023/03/06


2023/03/06


2023/03/06


Pacific


2023/03/06

Affidavit of Mailed Notice

Date: March 6, 2023

State of Alabama
County of Mobile

Subject Property – 414 Gaston Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **414 Gaston Street** Date: September 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 27, 2022

Per the Title Report, the owner is: Deborah Howard Jackson

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Deborah H Jackson 2755 Weston Dr Mobile AL 36693-3055	Owner Phone number 251-421-5221 Phone number 251-634-9414
2	Deborah H Jackson 414 Gaston ST Mobile AL 36603	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Jackson Deborah Howard recorded 8/4/2022 instrument number 2022051691

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Gary Jackson, Munipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure at Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/14/2023

Renewal Date of Contract:

3/14/2023

Funding Source

Project # 218 Rylands Street - ME-156-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 218 Rylands Street	Cover Memo	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/9/2023 - 12:04 PM
City Clerk	Gauthier, Lana	Approved	3/9/2023 - 3:08

PM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **218 Ryland Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **218 Ryland Street** described as:

COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 157

Last Assessed to: HEIR OF QUEENIE WILLIAMS, C/O TAFT B WILLIAMS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
March 4, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **218 RYLAND STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF QUEENIE WILLIAMS, C/O TAFT B WILLIAMS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 007 157
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Fridav. Mav 13. 2022

Property Address

218 RYLANDS ST

Property Details

PARCEL KEYX	00749514	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Campground
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y F	WALL COMPROMISED	Y collapsed
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-11	COMMENTS	

Property Score

SCORE ~~42~~ 62

SCORE DISCRIPTION **Review Committee**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-12-22

Notice 560 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 01/18/2023

Property Address: 218 Ryland Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. Repair or remove the dilapidated carport/structure at left of main house.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris. Secure all windows and doors on vacant house.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heir of Queenie Williams
C/O Taft B Williams
8010 Highway 49, Apt. 218B
Gulf Port, Mississippi 39501-7017

January 18, 2023

RE: **218 Ryland Street**
Project Number: ME-156-22

Dear Taft B Williams:

On January 4, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 218 Ryland Street.

I. **PROPERTY** The legal description of the Property is as follows:

COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 157

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 4, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 4, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 4, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 4, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 14, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

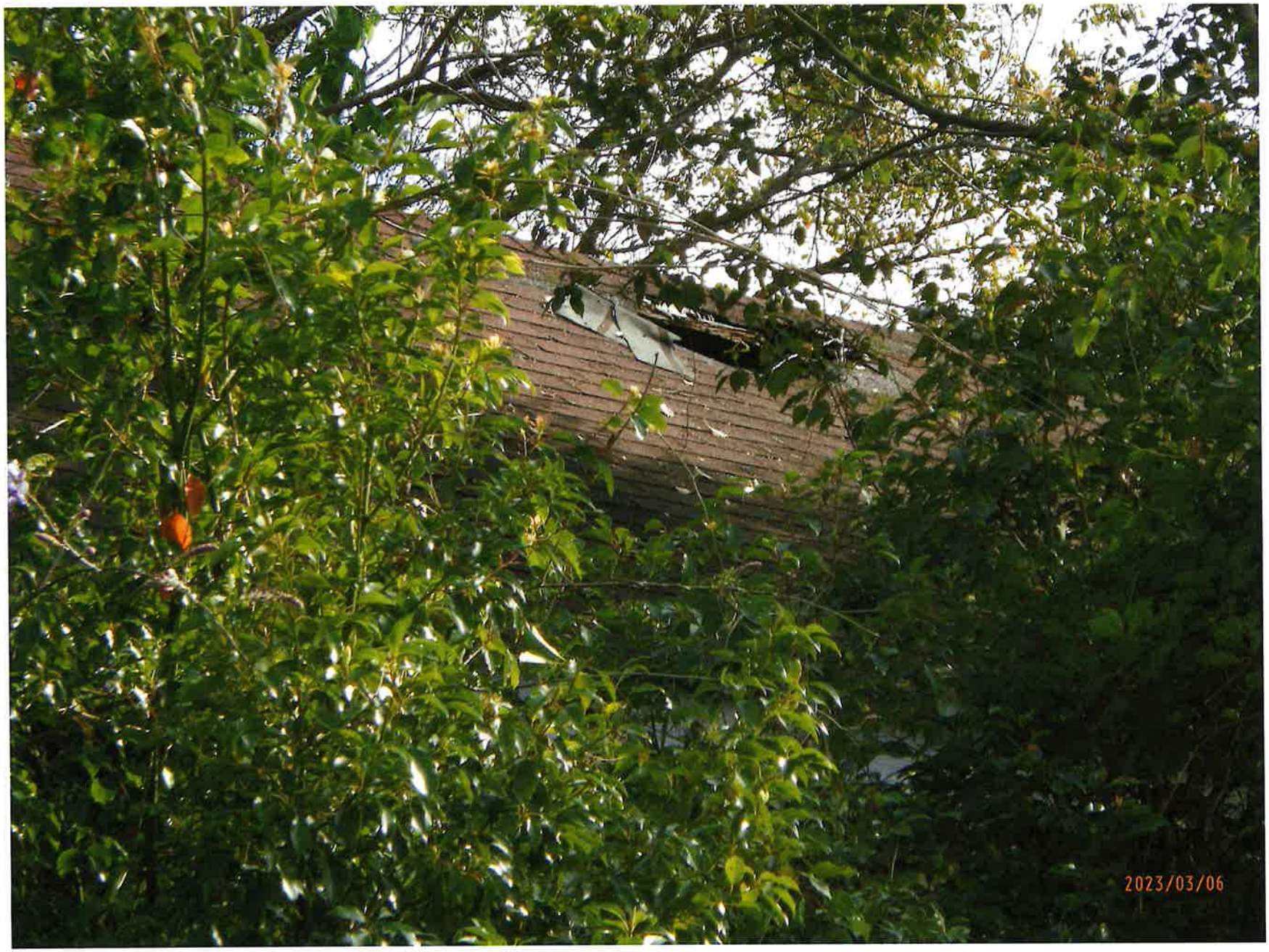
Gary Jackson
Municipal Enforcement Program Coordinator


2023/03/06


2013/03/06


2023/03/06




2023/03/06


2023/03/01


2023/03/06




2023/03/06




2023/03/06


2023/03/06

Affidavit of Mailed Notice

Date: March 6, 2023

State of Alabama
County of Mobile

Subject Property – 218 Ryland Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **218 Ryland Street** Date: October 20, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 2, 2022

Per the Title Report, the owner is: Heir of Queenie Williams DOD 3/03/2008

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Taft B Williams 8010 Hwy 49 Apt 218B Gulfport MS 39501-7017	Heir/Son of Queenie Williams DOD 3/03/2008 Phone number – 228-864-8412
2	Karen Lee Craig 1532 43rd Ave Gulfport MS 39501-3705	Paid the taxes for 2008-2010 Phone number 228-263-1840
3	Owner 218 Ryland St Mobile AL 36603-5479	Subject Address

TAX STATUS: 2017 Tax Sale Interest and 2019-2021 Tax Lien Interest

4	Minda Petty 501 Weinacker Ave Mobile AL 36604-1023	2019-2021 Tax Lien holder Phone number 251-680-7906 Phone number 251-479-9913
5	Samuel Bogan 6652 Kings Branch Dr N Mobile AL 36618-4693	2011-2018 Tax Sale Certificate holder Never applied for tax deed per Mobile County Revenue Commission Phone number 225-284-6315 Phone number 251-649-8222

Parties with recorded liens per Title Report:

Weed Lien – recorded 06/10/14 bk7157 pg210 City of Mobile vs Queen Williams
Weed Lien – recorded 06/10/14 bk7357 pg1719 City of Mobile vs Queen Williams
Weed Lien – recorded 06/10/14 bk7421 pg30 City of Mobile vs Queen Williams
Weed Lien – recorded 06/10/14 bk7513 pg1141 City of Mobile vs Queen Williams

Open Mortgages: NONE

Lis Pendens

'Lis Pendens – City of Mobile vs Queenie Esther Williams recorded 7/15/2015 bk7282 pg1915

Lis Pendens – City of Mobile vs Queenie Esther Williams recorded 12/10/2015 bk7328 pg1694

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator.

Sponsored by:

Council Member - C J Small District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/14/2023

Renewal Date of Contract:

3/14/2023

Funding Source

Project # 759 Charles Street - ME- 124-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 759 Charles Street	Cover Memo	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/9/2023 - 11:54 AM
City Clerk	Gauthier, Lana	Approved	3/9/2023 - 3:10

PM

RESOLUTION

Sponsored by: Councilmember C J Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **759 Charles Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **759 Charles Street** described as:

LOT 14 BLK 8 OF WILSONS 2ND ADD DBK 80 PG 190 #SEC 37 T4S R1W #MP20 10 37 0 004

Parcel Number: 29 10 37 0 004 056

Last Assessed to: HEIR OF ETHEL JACKSON, C/O MARIA J SANDERS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
March 6, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **759 CHARLES STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF ETHEL JACKSON, C/O MARIA J SANDERS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 37 0 004 056
COUNCIL DISTRICT 3– C J SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

759 CHARLES ST

Property Details

PARCEL KEYX	**00938551**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	**Oakdale**
BLIGHT ZONE		COUNCIL DISTRICT	**3**
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	**N**	TAX DELINQUENT	**N**
DANGER TO PUBLIC ROW	**N**	CODE VIOLATIONS	**Y**
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**N**
HISTORIC CONTRIBUTING STRUCTURE	**Y**	WATER PENETRATING STRUCTURE	**N**
VACANT	**Y**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**Y**	WALL COMPROMISED	**Y**
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMRROMISED	**N**
SURVEY DATE	**2022-04-04**	COMMENTS	

Property Score

SCORE **52**

SCORE DISCRIPTION **Demo**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/8/22

Voted 3-1-1 for Demolition
(Historic voted to secure)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 01/18/2023

Property Address: 759 Charles Street **District No:** 3

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heir of Ethel Jackson
C/O Maria J Sanders
3059 Belmont Street
Mobile, Alabama 36606

January 18, 2023

RE: **759 Charles Street**
Project Number: ME-124-22

Dear Maria J Sanders:

On December 5, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 759 Charles Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 14 BLK 8 OF WILSONS 2ND ADD DBK 80 PG 190 #SEC 37 T4S R1W #MP20 10 37 0 004

Parcel Number: 29 10 37 0 004 056

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 4, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 4, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 4, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 4, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 14, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **759 CHARLES STREET** **AGENDA PHOTOS / DW**




2023/03/06

NUISANCE ABATEMENT **759 CHARLES STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **759 CHARLES STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **759 CHARLES STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **759 CHARLES STREET** **AGENDA PHOTOS / DW**




2023/03/06


2023/03/06

NUISANCE ABATEMENT **759 CHARLES STREET** **AGENDA PHOTOS / DW**




2023/03/06



NUISANCE ABATEMENT **759 CHARLES STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: March 6, 2023

State of Alabama
County of Mobile

Subject Property – 759 Charles Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 759 Charles Street Date: November 14, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 20, 2022

Per the Title Report, the owners are: Heirs at law of Ethel Jackson DOD 01/15/2004 - Maria L. Sanders, Carrie J. Miller, Laura J. Thomas, Jo Ann J. Andrews, John Edward Owens and Sonia M. Jackson.

Note: Bernice Jackson DOD 9/22/2013 had no children. Her heirs are her siblings, and they are listed.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Maria J Sanders 3059 Belmont St Mobile AL 36606	Heir at law of Ethel Jackson DOD 01/15/2004
2	Carrie Miller 766 Baltimore St Mobile AL 36603	Heir at law of Ethel Jackson DOD 01/15/2004
3	Laura Thomas 954 Palm St Mobile AL 36606	Heir at law of Ethel Jackson DOD 01/15/2004
4	Jo Ann J Andrews 57345 Spring Mill Cir Lithonia GA 30038-4052	Heir at law of Ethel Jackson DOD 01/15/2004 Phone number 770-593-2570
5	Sonia M Jackson 1607 Cheshire Dr W Unit 10 Mobile AL 36605-2740	Heir at law of Ethel Jackson DOD 01/15/2004 Phone number 251-476-5344

6	John Edward Owens 43 Goldfinch Dr Faunsdale AL 36738-3804	Heir at law of Ethel Jackson DOD 01/15/2004 Phone number 334-628-3045

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

7	Midland Funding LLC c/o Richard Gwin Moxley III PO Box 4953 Montgomery AL 36103	Midland Funding, LLC vs Maria J. Sanders Recorded 11/06/2013 bl7093 pg128

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Jackson Bernice, Maria J Sanders, Carrie J Miller c/o Sonia M Jackson recorded 10/20/2022 instrument number 20220670260

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C J Smaill - Distric 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/14/2023

Renewal Date of Contract:

3/14/2023

Funding Source

Project # 1707 Marengo Drive - ME-114-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1707 Marengo Drive	Cover Memo	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/9/2023 - 12:05 PM
City Clerk	Gauthier, Lana	Approved	3/9/2023 - 3:14

PM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds – District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1707 Marengo Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1707 Marengo Drive** described as:

LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 TSS R1W # #MP32 03 36 0 004

Parcel Number: 29 02 44 0 009 480

Last Assessed to: HEIR OF KAREN BRYANT JOHNSON, C/O MELVIN A BRYANT

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
March 6, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1707 MARENGO DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF KAREN BRYANT JOHNSON, C/O MELVIN A BRYANT,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 32 03 36 0 004 025
COUNCIL DISTRICT 4 – BEN REYNOLDS
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Flood Zone

Report Date: Fridav. Mav 13. 2022

Property Address

1707 MARENGO DR

Property Details

PARCEL KEYX	00998601	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	4
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-21	COMMENTS	

Property Score

SCORE ~~40~~ 60

SCORE DISCRIPTION **Review Committee**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-15-22

Voted 5-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 01/18/2023

Property Address: 1707 Marengo Drive **District No:** 3

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Karen Bryant Johnson
C/O Melvin A Bryant
6855 Greenway Drive S Unit 3
Mobile, Alabama 36606-4216

January 18, 2023

RE: **1707 Marengo Drive**
Project Number: ME-114-22

Dear Melvin A Bryant:

On December 5, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1707 Marengo Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 142 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 TSS R1W # #MP32 03 36 0 004

Parcel Number: 32 03 36 0 004 025

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 4, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 4, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 4, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 4, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on March 14, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


2023/03/06


NOTICE
2023/03/06


2023/03/06




2023/03/06




2023/03/06


2023/03/06

Affidavit of Mailed Notice

Date: March 6, 2023

State of Alabama
County of Mobile

Subject Property – 1707 Marengo Drive

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1707 Marengo Drive Date: October 7, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 31, 2022

Per the Title Report, the owner is: Karen B Johnson and Johnnie B Johnson (DOD 2/28/2013)

NOTE: Owner is incapacitated person per case 2004-2439 – her brother Melvin Bryant is her Successor Conservator – Venders Lien Deed payout listed 4-25-05 – Both grantors are deceased.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Karen Bryant Johnson c/o Melvin A Bryant 6855 Greenway Dr S Unit 3 Mobile AL 36608-4216	Owner/Brother (conservator) Phone number 251-709-4977 Phone number 251-591-8029
2	Owner 1707 Marengo Dr Mobile AL 36605	Subject address
3	Mary Frances Bryant 2106 Costarides St Mobile AL 36617-3238	Mother of Karen B Johnson and Guardian Phone number 251-473-4122

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

James DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for March, D. Logan Anderson with Planning and Zoning in Public Works at Large.

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	3/9/2023 - 1:51 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **March 2023 – D. Logan Anderson (Employee #15992) Public Works at Large (Planning & Zoning)**

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Deputy Executive Director of Public Works Shonnda R. Smith

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for March, Rhonda McDaniel with Community Centers in the Parks and Recreation Department.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Gauthier, Lana	Approved	3/9/2023 - 2:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Marc Vassallo

Sponsored by:

Mayor Stimpson

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	3/9/2023 - 2:21 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **March – Joseph Orr (Employee #5294 – Fleet Management)**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Nick Amberger, Engineering, and Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Authorize an Agreement for the Installation of an Irrigation System and Landscaping on Two Traffic Islands, On North McGregor Avenue, from Princess Ann St at Spring Hill Manor to Springhill Village Shopping Center, in Public Right of Way, between the City of Mobile, Springhill Village, LLC, and The Village of Spring Hill, Inc.

Amount of Contract:

N/A

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/7/2023
Agreement	Exhibit	3/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	3/7/2023 - 3:01 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:58 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

2023

R E S O L U T I O N

Sponsored by Mayor William S. Stimpson, Council Member Gina Gregory.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement to Facilitate Landscaping and Irrigation in Public Right of Way, a copy of which is attached hereto and made a part hereof as though fully set forth herein, and, further, that the Landscaping and Irrigation serve the purpose of beautifying public right of way, which the Council determines to be a public purpose.

Adopted:

_____

City Clerk

CITY OF MOBILE

AGREEMENT TO FACILITATE LANDSCAPING AND IRRIGATION IN PUBLIC RIGHT OF WAY

THIS AGREEMENT, is entered into this _____ day of _____, 2023, by and between the CITY OF MOBILE, A Municipal Corporation (hereinafter referred to as CITY), Springhill Village, LLC, a Delaware Limited Liability Company, its subsidiaries, successors, affiliates, agents and assigns (the SHOPPING CENTER), and The Village of Spring Hill, Inc., a domestic non-profit corporation (hereinafter referred to as VILLAGE OF SPRING HILL), in order to authorize the installation of an irrigation system and landscaping on two traffic islands the City plans on either side of a new pedestrian crosswalk (the "Project") from Princess Ann Street at Spring Hill Manor to Springhill Village Shopping Center in the CITY (the "Project Area").

WHEREAS, the City maintains McGregor Avenue, a public right of way in the Village of Spring Hill; and

WHEREAS, the City plans to improve McGregor Avenue by resurfacing and constructing a pedestrian cross-walk and two traffic islands, as depicted in Exhibit A; and

WHEREAS the Village of Spring Hill desires to install and maintain an irrigation system and landscaping on the islands (the "Village Project");

WHEREAS the City desires to support and facilitate the Village Project, which it determines serves the public purpose of beautifying public right of way;

NOW, THEREFORE, in consideration of the foregoing, which the parties hereby find to be good and valuable consideration, the parties agree as follows:

1. The SHOPPING CENTER will allow an irrigation system serving the Project Area to connect to an irrigation meter it owns and maintains and further, will pay the associated water bill for normal usage to irrigate the Project Area. However, to the extent that the irrigation line serving the Project Area is broken, damaged, or destroyed, the Village of Spring Hill shall indemnify and hold harmless the SHOPPING CENTER from any and all costs associated therewith, including extraordinary water usage.
2. Neither the SHOPPING CENTER nor the CITY by entering into this agreement, assumes any responsibility for the installation or maintenance of irrigation or landscaping in the Project Area.
3. The Village of Spring Hill, at its sole expense, will install and maintain an irrigation system to serve the two islands depicted in Exhibit A, and will plant and maintain all landscaping in the Project Area.
4. The Village of Spring Hill or its contractor will obtain a right of way permit from the City before performing any work in city right of way. The City waives any and all permit fees for the right of way permit.
5. The City and the Village of Spring Hill will enter a right of way maintenance agreement to allow the Village of Spring Hill access to the Project Area to perform the Village Project. The agreement will assure that the Village Project is designed and maintained to comply with traffic safety standards.
6. Notice to any party will be considered delivered three days following placement of properly addressed and stamped letters in US Mail utilizing the following notice addresses, which may be changed from time to time by written notice provided in accordance with this section:

CITY- REAL ESTATE	**SHOPPING CENTER**	**VILLAGE OF SPRING HILL**
City of Mobile	Springhill Village, LLC	The Village of Spring Hill, Inc.
P.O. Box 1827	P.O. Box 16167	4358-B Old Shell Road, #145
Mobile, Alabama 36633	Mobile, Alabama 36616	Mobile, Alabama 36608

7. By entering this agreement, the CITY does not grant the Village of Spring Hill or SHOPPING CENTER any right, title, or claim to city right-of-way.

8. The parties understand and agree that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 2023.

CITY OF MOBILE

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

SPRINGHILL VILLAGE, LLC

_____
Signature

Philip Burton, Authorized Signatory
Printed Name and Title

ATTEST: City of Mobile

_____
City Clerk

THE VILLAGE OF SPRING HILL, INC.

Linda M. St. John
Signature

Linda M. St. John / President
Printed Name and Title

The Village of Spring Hill, Inc.

STATE OF ALABAMA
COUNTY OF MOBILE

I, Mallory D. Tyson, the undersigned Notary Public in and for said County, in said State, hereby certify that Philip Burton, whose name as Authorized Signatory of Springhill Village, LLC, a Delaware Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 28 day of Feb., 2023.

Mallory D. Tyson
NOTARY PUBLIC

My Commission Expires: 4/21/25

MALLORY D TYSON
Notary Public
Alabama State at Large

STATE OF ALABAMA
COUNTY OF MOBILE

I, Rebecca S. Minto, the undersigned Notary Public in and for said County, in said State, hereby certify that Linda M. St. John, whose name as Authorized Signatory of The Village of Spring Hill, Inc., a domestic non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 28 day of Feb, 2023.

(NOTARIAL SEAL)

Rebecca S. Minto
NOTARY PUBLIC

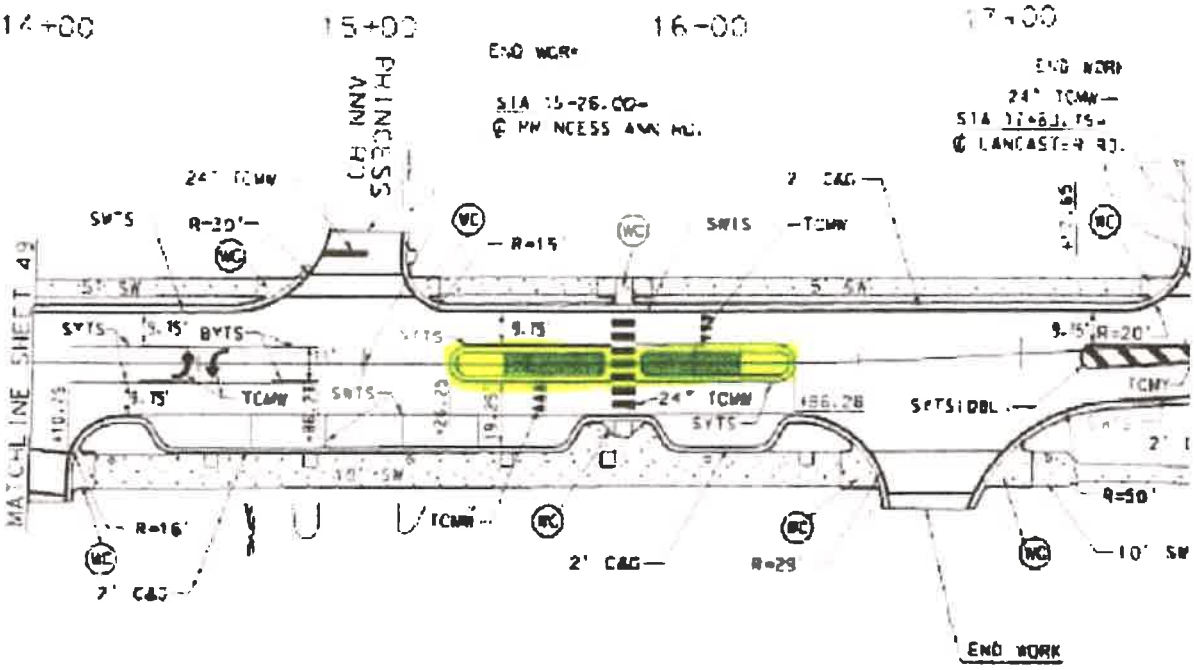
My Commission Expires:

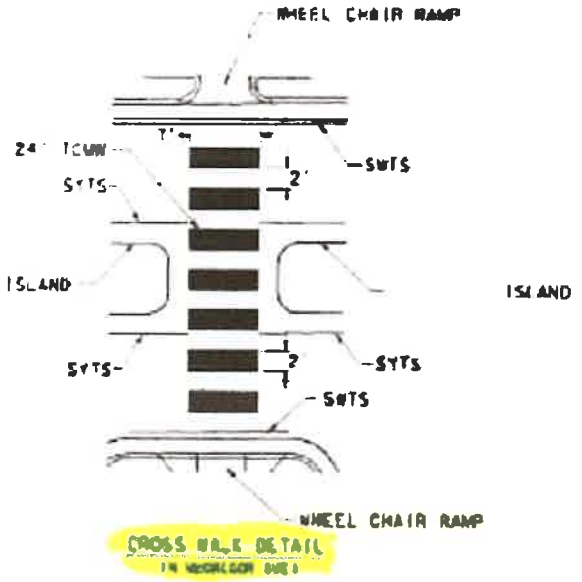
REBECCA S MINTO
My Commission Expires
February 7, 2024

EXHIBIT "A"

(within McGregor Avenue)

Project: N. McGregor Reconstruction - 2019-3005-19





5

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Emergency Equipment Professional Inc for unmarked vehicle light and siren upfits for MFRD.
General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20230309 Unmarked Agenda Package POs	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5771	Unmarked vehicle light and siren upfits for MFRD	1	$5,126.00	For three- to - five vehicles through June 2023	(294963) Emergency Equipment Professional Inc

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5771

UNMARKED VEHICLE LIGHTS AND SIREN PACKAGE

Emergency Equipment Professionals	$5,126.00/car
Team One Communications	$6,048.42/car

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
2/13/2023	5771	POLICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, February 28, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
APPX 3 to 5	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

UNMARKED VEHICLE LIGHT AND SIREN PACKAGE

Vendor to provide and install undercover light and siren packages in 2022 and 2023 Cheveroilet Tahoes as per the following and attached lists.

Price to upfit Tahoe as per the following and attached specifications:

$_____

Time to upfit each Tahoe per specifications: $_____

All lighting will be LED and colors will be red/white as per the city's decisions.

Upon award, the City will have a 2022 Tahoe ready for install. Two (2) additional 2023 Tahoes will be provided in mid-April to May for installation of these packages.

City of Mobile will deliver to and pick up the vehicles for the installer.

Radio installation will be done by others.

Vendor will be responsible to provide the product necessary to install the system bid in their bid price.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**					
	If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
	Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
	Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
	If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.					
	TO BE AWARDED ALL OR NONE					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Option Should the City require, the vendor may be required to pick up the vehicles from a location for upfitting and then delivered to the City of Mobile once upfitting has been completed. Provide price per mile to pick up and to deliver to the City of Mobile the completed vehicle $_____/mile.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

QTY
EACH

1 Interior upper front windshield, minimum of 8 lighting modules, red/white colors with brackets.
Sound Off ENFWB00ELH or equal

Make_____ Model_____

1 Interior upper rear window, minimum of 8 modules, red/white colors with brackets.
Sound Off ENFWB00ELH or equal

Make_____ Model_____

6 Grille lights, appx size 4" x 1.5", color red/white with mounting stud and brackets or equal to mount into grille. Sound Off EMP525T54D Fascia 4" or equal.

Make_____ Model_____

4 Rear quarter windows, tube mounted on inside of rear quarter windows, lights to have shoulds, appx size 4" x 1.5", color red/white with mounting bracket.
Sound Off EMP525T54D Fascia 4" or equal.

Make_____ Model_____

1 Siren handheld control, 100-watt rated, LED back lighting, able to control all lighting functions, 12 volt. Sound Off nERGY 400 Series ETS461HPP or equal.

Make_____ Model_____

1 100-watt speaker with brackets

Make_____ Model_____

1 Split position, 12 position protector fuse panel, dual 100-amp outputs, 12 outlets (6 + 6), screw terminal with ground buss.
All Fleet Solutions/MNSTAR Solutions PD-B616.

Make_____ Model_____

Price shall include all necessary additional items and supplies to provide and install the above items.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance item-based bid award of replacement brooms and brushes for street sweepers to Tractor & Equipment Co.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20230309 Sweeper Agenda Package Bids	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5774	Replacement Brooms and Brushes for Street Sweepers	5	See bid tab	One year, renewable for two additional one-year periods.	(206760) Tractor & Equipment Co.

Adopted:

_____
City Clerk

BID TABULATION FOR BID #5774
STREET SWEEPER BRUSHES & BROOMS

	UNITED ROTARY BRUSH CORP	TRACTOR & EQUIPMENT CO	OLD DOMINION	SMITH EQUIPMENT
GUTTER	$123.18	$113.65	$150.00	$149.50
MANDREL	$625.00	$431.25	$600.00	
REFILL	$341.00	$345.74	$440.00	
MANDREL	$615.00	$431.25	$600.00	
REFILL	$310.00	$345.74	$419.00	

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/16/2023	5774	Municipal Garage	Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 P.M. Friday, March 3, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 150-300	**STREET SWEEPER BRUSHES AND BROOMS**					
	Brooms Gutter for Elgin Pelican Street Sweepers. Four Section-Standard Oil Tempered Gutter Broom to be provided with all mounting nuts and bolts. Keystone #30554, 250kp, Elgin #7873221 The above to be OEM/Elgin or equal					
	Make _____ Model _____					
	Provide literature and specifications on product bid.					
	In the last 12 months, the City purchased 160 gutter brooms for the Elgin Pelican Sweepers.					
	Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods.					
	THE ABOVE TO BE AWARDED ALL OR NONE					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

THE FOLLOWING TO BE AWARDED ALL OR NONE

Appx 2-15

Tail Broom Strip Brush Mandrel to fit Elgin Pelican Street Sweepers. United Rotary Brush Part #27-AP66/27-AP66/SS, Elgin Pelican Part #7970076, Keystone Plastics #410 All-Pro Mandrel or Equal.

Make _____ Model _____

Provide literature and specifications on product bid.

In the last 12 months, the City purchased 2 Mandrel for Elgin Eagle Sweepers.

Appx 25-50

Tail Broom Strip Brush Refill for Elgin Pelican Street Sweeper. Refill consists of approximately 18 refill strips. United Rotary Brush #20-130660AP, Elgin #7873240, Keystone Plastics #466 Pelican All-Pro or Equal.

Make _____ Model _____

Provide literature and specifications on product bid.

In the last 12 months, the City of Mobile purchased 28 (twenty-eight) Tail Broom Strip refills for Elgin Eagle Street Sweepers.

City is currently using Keystone products for the above 2 items.

Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods.

THE ABOVE TWO ITEMS TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

THE FOLLOWING TO BE AWARDED ALL OR NONE

Appx 2-15

Tail Broom Strip Brush Mandrel to fit Elgin Eagle Street Sweepers. Elgin Pelican Part #7970077, Keystone Plastics #411 All-Pro Mandrel or Equal.

Make _____ Model _____

Provide literature and specifications on product bid.

In the last 12 months, the City purchased 1 (one) Mandrel for Elgin Eagle Sweepers.

Appx 25-50

Tail Broom Strip Brush Refill for Elgin Eagle Street Sweeper. Refill Elgin #797006, Keystone Plastics #466 Pelican All-Pro or Equal.

Make _____ Model _____

Provide literature and specifications on product bid.

In the last 12 months, the City of Mobile purchased 10 (ten) Tail Broom Strip refills for Elgin Eagle Street Sweepers.

Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods.

THE ABOVE TWO ITEMS TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

THE FOLLOWING APPLIES TO ALL ITEMS ON THIS BID

The City of Mobile has 9 (nine) Elgin Pelican Street Sweepers and 1 (one) Elgin Eagle Sweeper.

In the past, the City has had problems with non-Elgin Gutter Brooms mounting properly to the mounts on the sweepers. Holes tended not to match those on the sweepers.

Similar problems have occurred with the tail brooms.

In order to prevent this problem at the time of award, you are welcome to arrange to check one of the Pelican sweepers to see if your broom will properly fit prior to the opening of the bid.

To arrange to view one of the Pelican Sweepers contact John Evans, Municipal Garage at (251) 208-2876.

If a sample for evaluation is required, after the bid opening, vendor shall provide the sample within 5 business days of request of the City of Mobile.

Mandrels: Currently the City is using Keystone Brand mandrels and strip brooms. If the accepted low bid is for a Brand other than Keystone Brand. The successful vendor shall provide the initial replacement mandrels at no charge. After all initial or current mandrels are replaced, the City will purchase all subsequent replacement mandrels.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.
Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.
(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dennis Aluminum Products for aluminum decorative street sign posts and extensions.
CIP

Amount of Contract:

$49,175.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230302 Dennis Agenda Summary POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 4:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5020	2023	(2060) TRAFFIC ENGINEERING	ALUMINUM DECORATIVE STREET SIGNPOSTS AND EXTENSIONS (SEALED BID 5766)	$49,175.00	(44605) DENNIS ALUMINUM PRODUCTS

Adopted:

_____
City Clerk

Bill To	Requisition 00005020-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	TRAFFIC ENGINEERING
12654 WOODLAND DR	852 GAYLE STREET
	MOBILE, AL 36604
FOLEY, AL 36535	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	044605				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	POST SIGN, DECORATIVE, ALUMINUM, 3" O.D. X 12' LENGTH, WITH CASTINGS #8397, 8396, & 9539, TO HAVE ALODIZED FINISH POWDER COATED GLOSS BLACK. VENDOR TO PROVIDE DAP 12 DEC PC OR EQUAL. AS PER MY BID 5510 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17177	75.00 EACH	595.00000	44625.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0556 .OPERSUPPLS. .			44625.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	POST, DECORATIVE SIGN ALUMINUM EXTENSION, 24" WITH 9/16" HOLES. 3 1/2" OD WITH 3/16 INCH WALL THICKNESS 9/16 HOLE DRILLED 8	70.00 EACH	65.00000	4550.00

Bill To	Requisition 00005020-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS 12654 WOODLAND DR FOLEY, AL 36535 Tel#251-978-8161 Fax 251-949-6608	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	044605				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	INCHES FROM END OF PIPE. DECPEXTSTD. VENDOR TO PROVIDE DEP EXT STD OR EQUAL, WITH ALODIZED FINISH. AS PER MY BID 5510 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17175			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0556 .OPERSUPPLS. .			4550.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 49175.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0556 .OPERSUPPLS. .	49175.00	98.44

***** General Ledger Summary Section *****

Bill To	Requisition 00005020-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	TRAFFIC ENGINEERING
12654 WOODLAND DR	852 GAYLE STREET
	MOBILE, AL 36604
FOLEY, AL 36535	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	044605				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	49175.00	4302861.30
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	01/27/23	MARYBETH BERGIN	
Approved	01/27/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	02/27/23	MARYBETH BERGIN	
Approved	02/27/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	01/27/23	BRENDA RHODES	
Approved	01/27/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/27/23	RELYA MALLORY	Auto approved by: 910511034
Approved	02/27/23	BRENDA RHODES	
Approved	02/27/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/27/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	02/24/23	SANDRA LEWIS	
Rejected	02/27/23	SANDRA LEWIS	PER CONVERSATION
Approved	02/27/23	DONALD ROSE	Auto approved by: 910518227
Approved	02/27/23	SANDRA LEWIS	
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910518227
Approved	02/27/23	JOHN PAINE	Auto approved by: 910518227
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5766

POST ALUMINUM

	VENDOR	POST ALUMINUM DAP12DEC WITH DECORATIVE BASE/COLLAR/TOP FINIAL	POST ALUMINUM DECORATIVE SIGN POST EXTENSION	
1	CONSOLIDATED ELECTRIC DISTRIBUTOR	NO BID	NO BID	
2	DENNIS ALUMINUM PRODUCTS	$ 595.00	$ 65.00	
3	OUTDOOR ALUMINUM	NO BID	NO BID	

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/31/2023	5766	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, February 17, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

Appx
1–200

POST ALUMINUM

The following 2 items to be awarded All or None:
Post Aluminum 12' Length as per the following and attached:

Decorative Aluminum Sign Posts complete as follows:

- Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness.
- Finish shall be alodized, suitable for painting.
- Included in posts and installed on posts shall be a decorative base #8397.
- A decorative collar #8396 and a decorative top finial #9539.
- The decorative parts shall be installed on the posts using stainless steel set screws.
- All necessary holes shall be drilled and tapped for installation.
- Two 9/16 inch holes shall be drilled 18 inches from the bottom of the post and a 6 inch long 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation.
- Post shall be alloy 6063-T6, full hard.
- Complete poles shall be adequately wrapped to protect finish from damage during shipping and handling.
- Complete specifications shall be submitted with bid.
- All part numbers are from Dennis Aluminum.
- No predrilled holes for signs.
- Posts shall be powder coated gloss black before delivery to the City of Mobile.

Dennis Aluminum #DAP12DEC or equal.

Make _____ Model _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 2 of 3					
Appx 1–200	Decorative Sign Post Extension. • Aluminum pipe Alloy 6063-T6 3 ½ inch O.D. with 3/16 inch wall thickness Alodized Finish. • 9/16 inch holes drilled for ½ inch Aluminum Rod. • 9/16 inch holes to be drilled 8 inches from end of the pipe. Make _____ Model _____						
	The following applies to all above items: The City reserves the right to request a sample(s) prior to award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.						
					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening.

Vendor must include contact information with this bid.

Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

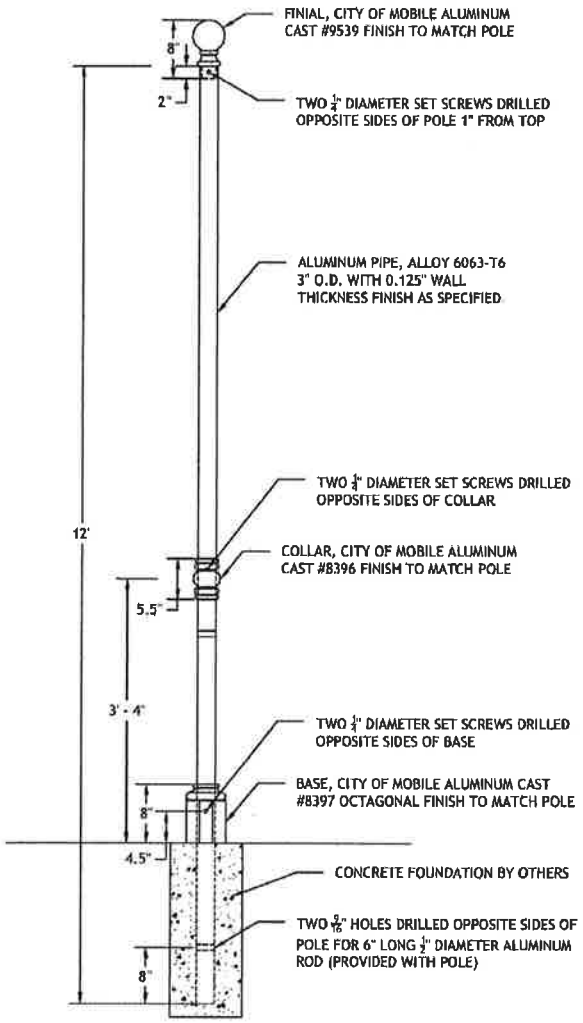
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

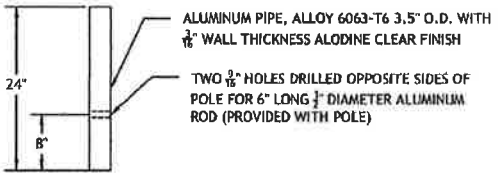
By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

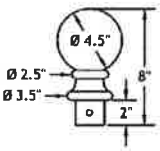
TYPE B DECORATIVE SIGN POST



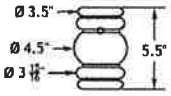
DECORATIVE SIGN POST EXTENSION



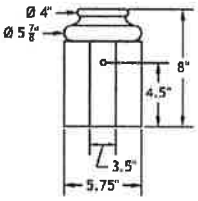
FINIAL



COLLAR



BASE



NOTES:

1. COMPLETE TYPE B SIGN POST INCLUDES PIPE, FINIAL, COLLAR, BASE, ROD AND SET SCREWS AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE BLACK POWDER COATED
3. DECORATIVE FINIAL, COLLAR AND BASE TO BE CITY OF MOBILE CASTING. DIMENSIONS PROVIDED ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.
4. NO PREDRILLED HOLES FOR SIGNS.

CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B

STANDARD DRAWING TE-2	SHEET 1 of 1	12/29/2020

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Trantex Transportation Products of Texas Inc for 18 traffic control speed cushions for Traffic Engineering.
Capital supplies

Amount of Contract:

$16,468.38

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230306 Trantex Agenda Package POs	Cover Memo	3/6/2023
REVISED resolution	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6335	2023	(2060) TRAFFIC ENGINEERING	18 TRAFFIC CONTROL SPEED CUSHIONS FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$16,46.38	(297168) TRANTEX TRANSPORTATION PRODUCTS OF TEXAS INC.

Adopted:

_____

City Clerk

Bill To	Requisition 00006335-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
Trantex Transportation Products of Texa 1475 BEAULIEU LANE PORT ALLEN, LA 70767	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE AND BUY BOARD CONTRACT 608-20			
001	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A Additional Description Notes --- VENDOR TO SUPPLY TRAFFICLOGIX SC76A	12.00 EACH	914.91000	10978.92
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0056 .OPERSUPPLS. .			10978.92

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ALEXONDRIA NIXON

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00006335-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 2

Vendor	Ship To
Trantex Transportation Products of Texa	TRAFFIC ENGINEERING
1475 BEAULIEU LANE	852 GAYLE STREET
	MOBILE, AL 36604
PORT ALLEN, LA 70767	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS,	6.00 EACH	914.91000	5489.46
	Additional Description Notes			
	VENDOR TO TRAFFICLOGIX SC76B			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0056 .OPERSUPPLS. .			5489.46

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ALEXONDRIA NIXON

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 16468.38

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget

Bill To	Requisition 00006335-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
Trantex Transportation Products of Texa	TRAFFIC ENGINEERING
1475 BEAULIEU LANE	852 GAYLE STREET
	MOBILE, AL 36604
PORT ALLEN, LA 70767	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	C0056 .OPERSUPPLS. .		16468.38	68653.94

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	16468.38	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	03/03/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Approved	02/28/23	MARYBETH BERGIN	Auto approved by: 91054000
Approved	02/28/23	JENNIFER WHITE	
Approved	03/04/23	MARYBETH BERGIN	
Approved	03/04/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	02/28/23	BRENDA RHODES	
Approved	02/28/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/28/23	RELYA MALLORY	Auto approved by: 910511034
Approved	03/06/23	BRENDA RHODES	
Approved	03/06/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/06/23	RELYA MALLORY	Auto approved by: 910511034
Queued	03/06/23	DONALD ROSE	Auto approved by: 910511034
Queued	03/06/23	SANDRA LEWIS	Auto approved by: 910511034
Queued	03/06/23	KAREN NAMAN	Auto approved by: 910511034
Queued	03/06/23	JOHN PAINE	Auto approved by: 910511034
Queued	03/06/23	MICHAEL SPAFFORD	Auto approved by: 910511034

Authorized By: _____ Date: _____
Signature

Home
About BuyBoard
Current Proposal Invitations
Proposal Submission Instructions
How to Register
Promotion
Proposal Tabulation Sheets
Resources
Registered Vendor Login

Proposal Tabulation Sheets

All proposal tabulation sheets are available in PDF format and may take a few minutes to download. If you have questions regarding any sheet, please contact the Procurement Department at 800.695.2919 or e-mail bids@buyboard.com.

Proposal No.	Proposal Description	Contract Effective Date
581-19	Job Order Contracting (RS Means)	4/1/2019–3/31/2024
601-19	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor	12/1/2019-11/30/2023
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611-20	Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation	6/1/2020–5/31/2023
612-20	Cold Mix Asphalt and Parking/Road Striping Services	6/1/2020–5/31/2023
613-20	Swimming Pool Chemicals, Supplies and Equipment	6/1/2020–5/31/2023
614-20	Oral Interpretation and Written Translation Services	6/1/2020–5/31/2023
615-20	Copy/Office Paper and Toner Supplies	6/1/2020–5/31/2023
616-20	Copier Equipment and Supplies	9/1/2020–8/31/2023
617-20	Mobile Command, Emergency Management, and Bioterrorist Vehicles	9/1/2020–8/31/2023
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622-20	Election Voting Systems Equipment and Supplies	9/1/2020–8/31/2023
623-20	Pest Control Management Services	9/1/2020–8/31/2023
625-20	Copy/Print and Document Management Services	12/1/2020-11/30/2023
626-20	Water Utility Meters and Monitoring Services	12/1/2020-11/30/2023
627-20	Unmanned Aerial Vehicles and Surveillance Services	12/1/2020-11/30/2023
628-20	Electric Vehicle Charging Stations	12/1/2020-11/30/2023
629-20	Automotive Parts, Supplies and Equipment	12/1/2020-11/30/2023
630-20	School Buses, Options, and Parts	12/1/2020-11/30/2023
631-20	HVAC Equipment, Supplies, and Installation of HVAC Equipment	12/1/2020-11/30/2023

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6335	2023	(2060) TRAFFIC ENGINEERING	18 TRAFFIC CONTROL SPEED CUSHIONS FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$16,468.38	(297168) TRANTEX TRANSPORTATION PRODUCTS OF TEXAS INC.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Trantex Transportation Products of Texas, Inc for polyethylene traffic control barricades for Traffic Engineering.
CIP

Amount of Contract:

$149,800.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230309 Trantex Agenda Package POs	Cover Memo	3/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6326	2023	(2060) TRAFFIC ENGINEERING	POLYETHYLENE TRAFFIC CONTROL BARRICADES FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$149,800.00	(297168) TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00006326-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
Trantex Transportation Products of Texa	TRAFFIC ENGINEERING
1475 BEAULIEU LANE	852 GAYLE STREET
	MOBILE, AL 36604
PORT ALLEN, LA 70767	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BUY BOARD CONTRACT 608-20 AND YOUR QUOTE			
001	PLASTIC BARRICADE, MADE OF UV-RESISTANT HIGH-DENSITY POLYETHYLENE (HDPE), 96 IN LENGTH, 42 IN HEIGHT, SELF- SUPPORTED, FOLDED FEET, INTERLOCKING MECHANISM, BUILT-IN MOLDED INSERTS, ACCESS TO MOUNT SIGNAGE IN MIDDLE EITH THROUGH BOLT HOLES OR CLIPS, COLOR ORANGE,	50.00 EACH	187.25000	9362.50
	Additional Description Notes			
	VENDOR TO PROVIDE OTW SAFETY CC 42X96-ORANGE			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0042 .OPERSUPPLS. .			9362.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Delivery Reference ALEXONDRIA NIXON			
	Deliver To TRAFFIC ENGINEERING			

Bill To	Requisition 00006326-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 2

Vendor	Ship To
Trantex Transportation Products of Texa	TRAFFIC ENGINEERING
1475 BEAULIEU LANE	852 GAYLE STREET
	MOBILE, AL 36604
PORT ALLEN, LA 70767	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
002	PLASTIC BARRICADE, MADE OF UV-RESISTANT HIGH-DENSITY POLYETHYLENE (HDPE), 96 IN LENGTH, 42 IN HEIGHT, SELF- SUPPORTED, FOLDED FEET, INTERLOCKING MECHANISM, BUILT-IN MOLDED INSERTS, ACCESS TO MOUNT SIGNAGE IN MIDDLE EITH THROUGH BOLT HOLES OR CLIPS, COLOR BLUE Additional Description Notes --- VENDOR TO PROVIDE OTW SAFETY CC 42X96-ROYAL BLUE	750.00 EACH	187.25000	140437.50
1	2000.80.00.0000.0000.0000.0000.0000.44020. E E0042 .OPERSUPPLS. .			140437.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00006326-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

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Trantex Transportation Products of Texa	TRAFFIC ENGINEERING
1475 BEAULIEU LANE	852 GAYLE STREET
	MOBILE, AL 36604
PORT ALLEN, LA 70767	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
	Delivery Reference
	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			149800.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0042	.OPERSUPPLS.	.	149800.00	128830.20

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	149800.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	03/07/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Approved	02/28/23	MARYBETH BERGIN	Auto approved by: 91054000
Approved	02/28/23	JENNIFER WHITE	
Approved	03/08/23	MARYBETH BERGIN	
Approved	03/08/23	JENNIFER WHITE	Auto approved by: 910515265
Approved	02/28/23	BRENDA RHODES	
Approved	02/28/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/28/23	RELYA MALLORY	Auto approved by: 910511034
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Approved	03/08/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/08/23	RELYA MALLORY	Auto approved by: 910511034
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Queued	03/08/23	SANDRA LEWIS	Auto approved by: 910511034
Queued	03/08/23	KAREN NAMAN	Auto approved by: 910511034
Queued	03/08/23	JOHN PAINE	Auto approved by: 910511034

Bill To	Requisition 00006326-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor	Ship To
Trantex Transportation Products of Texa 1475 BEAULIEU LANE PORT ALLEN, LA 70767	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 03/08/23 MICHAEL SPAFFORD		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

Home
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Current Proposal Invitations
Proposal Submission Instructions
How to Register
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Proposal Tabulation Sheets

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629-20	Automotive Parts, Supplies and Equipment	12/1/2020-11/30/2023
630-20	School Buses, Options, and Parts	12/1/2020-11/30/2023
631-20	HVAC Equipment, Supplies, and Installation of HVAC Equipment	12/1/2020-11/30/2023

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

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October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

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Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to UJ Chevrolet Co Inc for one Chevrolet Suburban SUV for MPD.
General fund.

Amount of Contract:

$62,575.57

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230302 UJ Agenda Package POs	Cover Memo	3/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4992	2023	(F7000) MOTOR POOL	CHEVROLET SUBURBAN SUV FOR MPD (SEALED BID 5769)	$62,575.57	(210000) UJ CHEVROLET CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004992-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTRER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	210000	01/26/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE SUV AS SPECIFIED: 2023 OR NEWER CHEVROLET SUBURBAN PREMIER, BLACK EXTERIOR WITH JET BLACK INTERIOR, 5.3L V8 ENGINE, AND 2WD. AS PER CITY OF MOBILE BID 35769 AND YOUR QUOTE	1.00 EACH	62575.57000	62575.57

Additional Description Notes

2023 OR NEWER CHEVROLET SUBURBAN PREMIER, BLACK EXTERIOR WITH JET BLACK INTERIOR, 5.3L V8 ENGINE, AND 2WD. REQUESTED BY THE POLICE DEPT FOR THE MAYOR.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 62575.57

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTRER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 62575.57

Bill To	Requisition 00004992-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTRER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	210000	01/26/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	62575.57	435029.29

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	62575.57	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	01/26/23	CHARLES SUMRALL	Review And Approve
Approved	01/30/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/30/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/30/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/30/23	MARC VASSALLO	
Approved	02/24/23	DONALD ROSE	Auto approved by: 9105paij
Approved	02/24/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/24/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	02/24/23	JOHN PAINE	
Approved	02/24/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/06/2023	5769	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, February 24, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

Appx. 1-2

LARGE SPORTS UTILITY VEHICLE

2023 year or newer model 2WD large Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications:

Chevrolet Suburban Premier 2WD or Equivalent.

Year, Make & Model _____

Additional vehicles can be listed on a separate sheet and attached.

Furnish Literature and Specifications.

Vehicle may be on lot or will be delivered within 3 weeks of the award of this bid and issuance of a Purchase Order.

Time to deliver vehicle after receipt of order/award _____

Vendor shall identify the specific vehicle within 2 days of award by VIN and deliver the vehicle identified within 3 weeks of the award of this bid.

Upon award the City will purchase one (1) Chevrolet Suburban Premier 2WD or equal and may buy up to one (1) additional if budget allows.

Color to be black.

Include Certificate of Title in your bid price.

The City reserves the right to inspect any vehicle bid prior to award.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Delivery may be a consideration in the award of this bid. **CITY WILL AWARD VEHICLES BASED ON PRICING ITEM BASIS.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to C&H Constructions Service LLC for one Wanco mini-message board and trailer Cruise Terminal.
Port Security Grant.

Amount of Contract:

$16,755.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230306 CH Agenda Package POs	Cover Memo	3/6/2023

REVIEWERS:

Department Reviewer		Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4978	2023	(F6020) CRUISE TERMINAL	WANCO MINI MESSAGE BOARD WITH TRAILER FOR CRUISE TERMINAL (SEALED BID 5772)	$16,755.00	(287601) C & H CONSTRUCTION SERVICES LLC.

Adopted:

_____
City Clerk

Bill To	Requisition 00004978-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
C & H CONSTRUCTION SERVICES LLC	CRUISE TERMINAL
P O BOX 2252	201 SOUTH WATER ST
	MOBILE, AL 36602
DAPHNE, AL 36526	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#251-402-0650	Delivery Reference
Fax 251-973-9600	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	287061				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5772 AND YOUR BID RESPONSE			
001	TRAFFIC CONTROL DEV NON-ELECTR WANCO WVTMM-L Warehouse: JACK Power:Batteries, solar Deployed footprint 68x55" Sign Cabinet: 96x48" Deployed Ht. 134" Weight: 1500 lbs. Tires: 15" Fonts: 12 Travel Ht: 92" Display: 60x30 pixel Additional Description Notes VENDOR TO SUPPLY WANCO WVTMM-L Vendor Item Vendor Item No.: WANCO WVTMM-L	1.00 EACH	16755.00000	16755.00
1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT21.INVJUST4 .MESSBOARD .			16755.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Bill To	Requisition 00004978-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
C & H CONSTRUCTION SERVICES LLC P O BOX 2252 DAPHNE, AL 36526 Tel#251-402-0650 Fax 251-973-9600	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	287061				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602			

Requisition Link

Requisition Total 16755.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PDPORT21.INVJUST4 .MESSBOARD .	16755.00	134892.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	16755.00	
PORT SECURITY GRANT EXP EQUIPMENT (GREATER $5000)		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	03/02/23	SANDRA LEWIS	Requisition item removed chang
CCancelled	03/02/23	RANDY THREADGILL	GL Allocation changed
CCancelled	03/02/23	SANDRA LEWIS	GL Allocation changed
Approved	01/27/23	TAYLOR HARRIS	Auto approved by: 910519482
Approved	01/27/23	NANCY NGUYEN	Auto approved by: 910519482
Approved	01/27/23	TRAVIS MARSHALL	
Approved	01/27/23	LAPORTSIA NETTLES	Auto approved by: 910519482
Approved	01/27/23	RANDY THREADGILL	Auto approved by: 910519482
Approved	03/02/23	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	03/02/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	03/02/23	LAPORTSIA NETTLES	Auto approved by: 9105thrr

Bill To	Requisition 00004978-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
C & H CONSTRUCTION SERVICES LLC P O BOX 2252 DAPHNE, AL 36526 Tel#251-402-0650 Fax 251-973-9600	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	287061				CRUISE TERMINAL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/02/23	RANDY THREADGILL			
	Approved	03/02/23	TAYLOR HARRIS		Auto approved by: 910520251	
	Approved	03/02/23	TRAVIS MARSHALL		Auto approved by: 910520251	
	Approved	03/02/23	LAPORTSIA NETTLES			
	Approved	03/02/23	RANDY THREADGILL		Auto approved by: 910520251	
	Unknown	03/02/23	SANDRA LEWIS			
	Approved	03/03/23	DONALD ROSE		Auto approved by: 910518227	
	Approved	03/03/23	SANDRA LEWIS			
	Approved	03/03/23	KAREN NAMAN		Auto approved by: 910518227	
	Approved	03/03/23	JOHN PAINE		Auto approved by: 910518227	
	Approved	03/03/23	MICHAEL SPAFFORD		Auto approved by: 910518227	
	Approved	03/03/23	ANNE FOLEY		Auto approved by: 910518227	
	Approved	03/03/23	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5772

MINI MESSAGE BOARD SIGN AND TRAILER

VENDOR	WANCO MINI MESSAGE BOARD AND TRAILER MODEL WVTMM-L	
C & H CONSTRUCTION SERVICES, LLC	$ 16,755.00	
TRANSAFE	$ 19,998.000	
SAFETY ZONE HOLDINGS, INC DBA SAFETY ZONE SPECIALISTS	$ 17,290.00	
PROLOGIC ITS	$ 18,301.85	
UTILICOM SUPPLY ASSOCIATES, LLC	$ 23,465.00	

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/15/2023	5772	CRUISE TERMINAL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, March 2, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Qty 1-5	**MINI MESSAGE BOARD SIGN & TRAILER** Wanco Mini Message Board and Trailer Model WVTMM-L or equal as per the following specifications: • SOLAR AND BATTERY POWERED • THREE LINES OF EIGHT 14" LED CHARACTERS • SIGN SHOULD CONTINUE TO OPERATE FOR AT LEAST 20 DAYS WITH ON BATTERY • BATTERY CHARGER INCLUDED • HYDRAULIC TOWER LIFT • TELESCOPING TOWER WITH 360 DEGREE ROTATION • FULL SIZE COMPUTER CONSOLE • ORANGE IN COLOR • AMBER ALERT READY • ABILITY TO CUTOMIZE MESSAGES • EASY TO PROGRAM PASSWORD PROTETION • LOCKABLE CONTROL BOX AND BATTERY COMPARTMENT STANDARD 2 INCH BALL COUPIER TOW HITCH • FULL MATRIX MESSAGE DISPLAY IN 2 SIZES • SMALL FOOTPRINT • PREPROGRAMMED, CUSTOM AND MUTCD GRAPHICS • DISPLAY CABINET ROTATES INDEPENDENT OF THE TRAILER Make _____ Model _____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

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9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All Vendors mandatory certification – INITIAL IN THE APPROPRIATE BOXES BELOW. Failure to initial in the appropriate boxes below will render your bid NON-responsive.

Are you registered with the US System for Award Management (SAM)?

YES _____ NO _____

If YES, provide your SAM Entity ID _____

Are you Suspended or Debarred by the US Government?

YES _____ NO _____

All pricing shall be firm for a 6-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award may be extended for 5 additional 6-month periods.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Questions involving the bid specifications will Not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "contractor") shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for annual subscription for Terranova Security Awareness Training Library Services for MIT.
General fund.

Amount of Contract:

$18,898.64

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230308 SHI Agenda Package POs	Cover Memo	3/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6323	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION FOR TERRANOVA SECURITY AWARENESS TRAINING LIBRARY SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$18,898.64	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00006323-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	272641	02/23/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PRICE PER Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI SEND P.O. TO: ANTHONY_BALISTRERI@SHI.COM			
001	Security Awareness Library - Ultimate Bundle Terranova Worldwide Corporation - Coverage Term: 3/1/2023 - 2/29/2024 Note: 2000 users Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI AND QUOTE #23128197.	1.00 EACH	18898.64000	18898.64
1	1000.10.23.5000.5000.5000.0000.0000.42150.			18898.64

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Bill To	Requisition 00006323-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/23	272641	02/23/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			18898.64

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	18898.64	946387.48
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/23/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/23/23	MARK PEARSON	Auto approved by: 91057606
Approved	02/23/23	SCOTT KEARNEY	
Approved	02/23/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Sourcewell Awarded Contract

SHI International

Technology Catalog Solutions

#081419-SHI

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-SHI gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Cloud
- Technology solutions
- Professional services

Additional information can be found on the vendor-provided, nongovernment website at:

shi.com/sourcewell

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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SHI Proposed Pricing - Sourcewell RFP # 081419 Technology Catalog Solutions

Product Groups	SHI Discount off Advertised List P
Desktops	4.50%
Notebooks	4.50%
Tablets	4.50%
Servers	4.50%
Group 2 Input Devices	4.50%
Group 3 Output Devices	4.50%
Group 4 Memory	4.50%
Group 5 -Storage Devices	4.50%
Group 6 Network Equipment	4.50%
Group 7 Software	4.50%
Group 8 - Media Supplies	4.50%
Group 9 - Collaboration & IP Telephony	4.50%
Group 10 - Other	4.50%

Services Rates*	T&M Rate/Hour
Project Manager	$125
Sr. Project Manager	$175
Consultant - End User Solutions Group	$175
Consultant - Security Solutions Group	$225
Solutions Architect - End User Solutions	$200
Solutions Architect - Data Center Solutions	$225
Sr. Solution Architect - Security Solution Group	$275
Sr. Solution Architect - Data Center Solutions	$250
Cloud Developer	$100
Senior Cloud Developer	$240
Cloud Solutions Architect	$250

* pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide fire sprinkler and backflow preventer inspections and repairs at various City of Mobile facilities for three years

Amount of Contract:

$105,648.00 combined total ($35,216.00 first year only)

Funding Source

Project # Fire Sprinkler & Backflow Preventer Inspections & Repairs at Various City Facilities SC-016-23 **Discretionary Funds**

Project String 10043037-42150 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-016-23 Fire Sprinkler & Backflow Preventer Inspections & Repairs at Various City of Mobile Facilities	Cover Memo	2/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	2/28/2023 - 2:13 PM
			3/3/2023 - 4:55

Budget	Sapp, Celia	Approved	PM
Legal	Kern, Chris	Approved	3/8/2023 - 1:14 PM
Legal	Kern, Chris	Approved	3/8/2023 - 1:16 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:07 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	ARENA FIRE PROTECTION INC.
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS (3-YEAR SERVICE CONTRACT)
Project Number:	SC-016-23
Amount:	$105,648.00 COMBINED TOTAL
	$ 35,216.00 FIRST YEAR ONLY
	$ 35,216.00 SECOND YEAR ONLY
	$ 35,216.00 THIRD YEAR ONLY

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Arena Fire Protection Inc.
10023 Lifeline Court
Mobile, Alabama 36608

City of Mobile License Number: 79488

City of Mobile Vendor Number: 294594

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NUMBER: SC-016-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide fire sprinkler and backflow preventer inspections and repairs at various City of Mobile facilities, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor, subject to additions and deductions provided herein, in current funds, the sum as follows:

Total Contract Amount:

One Hundred Five Thousand Six Hundred Forty Eight & 00/100 Dollars ($ 105,648.00)
(Amount in Words) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Schedule of Values:

Year 1 – Initial Term:	$ 35,216.00
Total Year 1:	$ 35,216.00
Year 2 - 1st Additional Term:	$ 35,216.00
Total Year 2:	$ 35,216.00
Year 3 - 2nd Additional Term:	$ 35,216.00
Total Year 3:	$ 35,216.00

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Year 1 – Initial Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 1
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$672.00	$0	$672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	N/A	$204.00	$204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	N/A	$204.00	$204.00

4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$4,472.00	$155.00	$4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$672.00	$140.00	$812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	N/A	$279.00	$279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$972.00	$155.00	$1.127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$672.00	$155.00	$827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$672.00	$140.00	$812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$672.00	N/A	$672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$672.00	$155.00	$827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$672.00	$140.00	$812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$672.00	$155.00	$827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$672.00	$155.00	$827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$672.00	$140.00	$812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$1,172.00	$155.00	$1,327.00
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$972.00	$155.00	$1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$672.00	$140.00	$812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$672.00	$140.00	$812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$1,297.00	$155.00	$1,452.00
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	N/A	$304.00	$304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	N/A	$464.00	$464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	N/A	$294.00	$294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$672.00	$185.00	$857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	N/A	$204.00	$204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$1,312.00	N/A	$1,312.00

27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	N/A	$204.00	$204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$672.00	$155.00	$827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$772.00	$180.00	$952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$829.00	N/A	$829.00
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$672.00	$140.00	$812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$672.00	$140.00	$812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$672.00	$140.00	$812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	N/A	$204.00	$204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$1,297.00	$155.00	$1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$1,172.00	$140.00	$1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$672.00	$155.00	$827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$672.00	$140.00	$812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$672.00	$155.00	$827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$697.00	$140.00	$837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd	N/A	$219.00	$219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	N/A	$204.00	$204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$672.00	$140.00	$812.00
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$772.00	$165.00	$937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Year 2 – 1st Additional Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 1
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$672.00	$0	$672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	N/A	$204.00	$204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	N/A	$204.00	$204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$4,472.00	$155.00	$4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$672.00	$140.00	$912.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	N/A	$279.00	$279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$972.00	$155.00	$1,127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$672.00	$155.00	$827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$672.00	$140.00	$812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$672.00	N/A	$672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$672.00	$155.00	$827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$672.00	$140.00	$812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$672.00	$155.00	$827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$672.00	$155.00	$827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$672.00	$140.00	$812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$1,172.00	$155.00	$1,327.00
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$972.00	$155.00	$1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$672.00	$140.00	$812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$672.00	$140.00	$812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$1,297.00	$155.00	$1,452.00

21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	N/A	$304.00	$304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	N/A	$464.00	$464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	N/A	$294.00	$294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$672.00	$185.00	$857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	N/A	$204.00	$204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$1,312.00	N/A	$1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	N/A	$204.00	$204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$672.00	$155.00	$827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$772.00	$180.00	$952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$829.00	N/A	$829.00
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$672.00	$140.00	$812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$672.00	$140.00	$812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$672.00	$140.00	$812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	N/A	$204.00	$204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$1,297.00	$155.00	$1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$1,172.00	$140.00	$1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$672.00	$155.00	$827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$672.00	$140.00	$812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$672.00	$155.00	$827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$697.00	$140.00	$837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd.	N/A	$219.00	$219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	N/A	$204.00	$204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$672.00	$140.00	$812.00

44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$772.00	$165.00	$937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Year 3 – 2nd Additional Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 1
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$672.00	$0	$672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	N/A	$204.00	$204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	N/A	$204.00	$204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$4,472.00	$155.00	$4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$672.00	$140.00	$812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	N/A	$279.00	$279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$972.00	$155.00	$1,127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$672.00	$155.00	$827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$672.00	$140.00	$812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$672.00	N/A	$672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$672.00	$155.00	$827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$672.00	$140.00	$812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$672.00	$155.00	$827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$672.00	$155.00	$827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$672.00	$140.00	$812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$1,172.00	$155.00	$1,327.00

17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$972.00	$155.00	$1,127.00
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21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	N/A	$304.00	$304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	N/A	$464.00	464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	N/A	$294.00	$294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$672.00	$185.00	$857.00
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27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	N/A	$204.00	$204.00
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44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$772.00	$165.00	$937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

3.2 Unit Prices:

Additional Services - Backflow Preventer Inspections:
Year 1: $ 175.00 each; Year 2: $ 185.00 each; Year 3: $ 190.00 each

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):
Year 1: $ 75.00 per hour; Year 2: $ 80.00 per hour; Year 3: $ 85.00 per hour
B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1: $ 112.00 per hour; Year 2: $ 120.00 per hour; Year 3: $ 127.00 per hour
C. Overtime Holidays (Bidder's Holidays):
Year 1: $ 150.00 per hour; Year 2: $ 160.00 per hour; Year 3: $ 170.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a Monthly basis, for completed work as specified.

B. Original invoices shall be delivered to the Service Contract Administrator for review and approval.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The City may terminate the Contract upon Thirty (30) days written notice. The City shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	14 pages
2. Scope of Work, dated February 15, 2023	4 pages
3. Exhibit A – Locations	2 page
4. Subcontracting & Major Supplier Plan	5 pages
4. General Conditions	9 pages
6. E-Verify Documentation	2 pages
7. Certificates of Insurance with endorsements	3 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.

3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance
1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured.

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without Thirty (30) days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by

a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and

business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 *Force Majeure*: In the vent that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Acts of God, pandemics, or other reasons of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.12 CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

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ARTICLE 9. Signature:
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

CITY:
City of Mobile

Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
<NAME> Arena Fire Protection Inc.

Signature

Jeremy Davidson Vice President
Printed Name and Corporate Title

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeremy Davidson as Vice President of Arena Fire Protection and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Vice President.
Sworn to and subscribed for me this 21 day of Feb, 2021.

NOTARY PUBLIC
My Commission Expires: 6/11/25

JENNIFER WILLIAMSON
MY COMMISSION EXPIRES
JUNE 11, 2025
NOTARY PUBLIC
STATE OF ALABAMA

END OF SECTION

SCOPE OF WORK
SC-016-23
January 18, 2023

Scope of Services: The Work of this Service Contract includes, but is not limited to, the furnishing of all labor, material, equipment, and insurance to perform all fire sprinkler, fire pump systems and valves, valve components and trim inspections and testing, along with the associated fire supply line Backflow Preventer inspection and testing. Service Contractor shall provide a total of Four (4) inspections per every Twelve (12) contiguous months: One (1) Annual Inspection, and Three (3) Quarterly Inspections, for each of the Thirty-Six (36) City of Mobile facilities, (as listed in Exhibit A – Locations). Backflow Preventer inspection and testing shall be performed once per year during the Annual Inspection. All inspection and testing shall be scheduled as per the Service Contract Administrator, and in accordance with the following National Fire Protection Association (NFPA) requirements:

1. Automatic Sprinkler Systems, NFPA 13.
2. Water Spray Fixed System, NFPA 15
3. Foam-Water Sprinkler System or Foam-Water Spray System, NFPA 16.
4. Inspection, Testing, & Maintenance of Water-Based System, NFPA 25
5. National Electric Code, NFPA 70
6. National Fire Alarm & Signal Code, NFPA 72

Basic Services (Base Bid) Services shall include, but are not limited to, the following:

A. Coordination:
   a. Coordinate all inspection with the Service Contract Administrator.
   b. Service Contract Administrator or designee shall be present during all inspections and testing.
   c. Provide a schedule for all testing and inspections

B. Quality Assurance:
   a. Inspections shall be performed by a qualified (competent, capable, trained, certified, and licensed) technician that has met all of the requirements and training established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

C. Inspections & Testing – General:
   a. All inspections, testing, impairment, and record keeping shall be implemented in accordance with procedure meeting those established in the National Fire Protection Association (NFPA) Codes 1, 13, 15, 16, 25, 70, and 72.
   b. Inspections & testing shall occur during normal business hours (Monday through Friday, 8am to 5pm) and shall be scheduled so as to minimize any disturbance to the regular operations of the location, personnel, and visitors.

D. Inspection & Testing - Schedule:
   a. Due to the nature of the buildings and the various functions, the schedule for the Annual and Quarterly Inspections & Testing will be coordinated via the Service Contract Administrator.

b. Inspection and testing shall generally be performed at the following times:
Annual Inspection - November
Quarterly Inspection - February
Quarterly Inspection - May
Quarterly Inspection – August

E. Inspection & Testing – Requirements:
a. Annual Inspections shall include but are not limited to:
i. Sprinkler System – per NFPA 25, Chapter 5 – Table 5.1.1.2
1. Building
2. Hangers/Bracing
3. Pipes and Fittings
4. Sprinkler Heads
5. Spare Sprinklers
6. Informational Signage
7. Fire Department Connections
8. Valves
9. Antifreeze Solution

ii. Fire Line and Potable Water Backflow Preventers – per NFPA 13 and 25, for One (1) Backflow Preventer at each facility.

iii. Standpipe and Hose System – per NFPA 25, Chapter 6 – Table 6.1.1.2

iv. Fire Pump – per NFPA 25, Chapter 8 – Table 8.1.2
1. Flow conditions
2. Fire Pump alarm signals
3. Pump House heating ventilation louvers
4. Fire Pump system

v. Valves, Valve Components & Trim – per NFPA 25
1. Pressure reducing and relief valves
2. Main drain
3. Control valves (Position/Operation)
4. Full flow
5. Circulation relief
6. Pressure relief valves

c. Quarterly Inspections shall include but are not limited to:
i. Sprinkler System
1. Gauges
2. Control valves
3. Waterflow alarm devices
4. Valve supervisory alarm signal
5. Supervisory signal devices
6. Hydraulic nameplate
7. Waterflow alarm devices (mechanical devices)

8. Vane and pressure switch type devices

ii. Fire Pump
   1. Electric motor driven fire pump
   2. Fire pump alarm signals
   3. Pump house heating ventilating louvers
   4. Fire pump system

iii. Valves, Valve Components & Trim
   1. Control valves – Locked
   2. Tamper switches
   3. Pressure reducing valves
   4. Backflow prevention assemblies
   5. Main drains
   6. Waterflow alarms

F. System Impairment or Shut-Down: Where an impairment or shut-down of any fire protection system is required for inspection or testing purposes, the procedures outlined in NFPA 15 shall be followed.

G. Inspection and Testing Reports
   a. All Inspection and Testing Reports shall include the following:
      - the Name of Location
      - Address of the Location
      - Date of the Inspection
      - Name and Signature of the inspector/technician
      - System Description
      - A complete list of all components required to be tested/inspected with results of the testing/inspections
      - Other Information as required
      - Provide separate inspection report for backflow preventer inspection/testing

   b. Deficiencies shall be clearly and legibly noted on the Report Form
   c. Systems and/or Components showing any damage, leakage, corrosion, impairment and/or non-functioning gauges or other equipment shall be immediately reported to the Service Contract Administrator.
   d. Inspection and Testing Report Forms **MUST** be signed (in person) by the technician who performed the inspection and testing and by the Service Contract Administrator or designee upon completion of the inspection/test. Electronic signatures will **NOT** be accepted.
   e. The inspections will be recorded on a standard report form prepared by the Service Contractor
   f. Copies of all reports will be furnished to the Service Contract Administrator's office in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted with invoices for payment.

g. Copies of all reports shall be submitted to the City of Mobile's Fire Prevention Bureau using the Mobile-Eyes Contractor Inspection Portal at **https://www.mobile-eyes.com/SFR_index.asp**
h. Backflow Preventer Inspection reports shall also be submitted to the Mobile Area Water Sewer System's (MAWSS) Cross-Connection and Backflow Prevention Program, dated February 17, 20217.

Additional Services may include, but are not limited to, the following:

A. Additional inspections and testing may be required for potable water backflow preventers located at one of the locations listed in Exhibit A - Locations, or for additional fire/potable water backflow preventers located at other City of Mobile locations. Additional backflow preventer inspections and testing shall be performed in accordance with the requirements of this Section and shall be provided only as directed by the Service Contract Administrator. Additional Services shall be billed in accordance with the Unit Prices as listed in Section 3.3 of the Agreement.

INSPECTION FORMS.

1. The inspections will be recorded on a standard report form prepared by the Service Contractor
2. Copies of all reports will be furnished to the Service Contract Administrator's office in the Building Services Department, and to the City of Mobile's Fire Marshal. Reports shall be submitted with invoices for payment.
3. Copies of all reports shall be submitted to the City of Mobile's Fire Prevention Bureau using the Mobile-Eyes Contractor Inspection Portal at **https://www.mobile-eyes.com/SFR_index.asp**
4. Backflow Preventer Inspection reports shall also be submitted to the Mobile Area Water Sewer System's (MAWSS) Cross-Connection and Backflow Prevention Program, dated February 17, 20217.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed above, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall. The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

END OF SECTION

EXHIBIT A – LOCATIONS

	Location	Address
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St
2	Animal Shelter (Fire BFP Only)	855 Owen St
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St
5	Azalea City Golf Club- Sprinkler System(Fire BFP)	1000 Gaillard Dr
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road
7	*Ben May Main Library- Sprinkler System(Domestic and Fire BFP)	701 Government St
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System(Domestic and Fire BFP)	3201 Hillcrest Rd
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street

23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St
30	Parkway Library- Sprinkler System Only	1924-B DIP
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St
34	Public Works Complex (Domestic BFP Only)	770 Gayle St
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St
37	Sage Armory- Sprinkler System (Fire BFP)	48 North Sage Ave
38	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP)	351 North Catherine St
39	Tardy Cottage- Sprinkler System (Fire BFP)	104 South Lawrence St
40	Theodore Park (Two(2)Backflow Preventer Only)	7171 Old Military Rd
41	Tricentennial Park (Domestic BFP Only)	2121 Bragg Aveune
42	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd
43	TSAC (Woodcock)- Sprinkler System (Fire BFP)	261 Rickarby St
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	5555 Grelot Road

* - Building has a Fire Pump

Service Contractor to verify locations, model, and type during field inspections.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-016-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated October 20, 2021; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Arena Fire Protection Inc

ADDRESS: 10023 Lifeline Court Mobile, AL 36608

PHONE: 228-588-3440 **EMAIL:** jeremy@arenafire.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 79488

CITY OF MOBILE VENDOR NUMBER: 294594

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 139800
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [x] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term

of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – A specified in Scope of Work

Year 1 – Initial Term: $ 35,216 .00
Total Year 1: $ 35,216 .00

Year 2 - 1st Additional Term: $ 35,216 .00
Total Year 2: $ 35,216 .00

Year 3 - 2nd Additional Term: $ 35,216 .00
Total Year 3: $ 35,216 .00

Total Bid Amount (Year 1, 2, and 3 Total): One Hundred Five Thousand Six Hundred Forty Eight & 00/100 Dollars ($ 105,648 .00)
(Amount in Words) (Amount in Numbers)

UNIT PRICES – for Additional Services as specified in the Scope of Work:

Year 1 – Initial Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 1
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$ 672.00	$ 0	$ 672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	$ N/A	$ 204.00	$ 204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	$ N/A	$ 204.00	$ 204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$ 4,472.00	$ 155.00	$ 4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$ 672.00	$ 140.00	$ 812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	$ N/A	$ 279.00	$ 279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$ 972.00	$ 155.00	$ 1,127.00

8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$ 672.00	$ 155.00	$ 827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$672.00	$140.00	$812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$672.00	$N/A	$672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$672.00	$155.00	$827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$672.00	$140.00	$812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$672.00	$155.00	$827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$672.00	$155.00	$827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$672.00	$140.00	$812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$1,172.00	$155.00	$1,327.00
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$972.00	$155.00	$1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$672.00	$140.00	$812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$672.00	$140.00	$812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$1,297.00	$155.00	$1,452.00
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	$N/A	$304.00	$304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	$N/A	464.00	464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	$N/A	$294.00	$294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$672.00	$185.00	$857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	$N/A	$204.00	$204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$1,312.00	$N/A	$1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	$N/A	$204.00	$204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$672.00	$155.00	$827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$772.00	$180.00	$952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$829.00	$N/A	$829.00

31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$ 672.00	$ 140.00	$ 812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$ 672.00	$ 140.00	$ 812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$ 672.00	140.00	812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	$ N/A	$ 204.00	$ 204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$ 1,297.00	$ 155.00	$ 1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$ 1,172.00	$ 140.00	$ 1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$ 672.00	$ 155.00	$ 827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$ 672.00	$ 140.00	$ 812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$ 672.00	$ 155.00	$ 827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$ 697.00	$ 140.00	$ 837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd.	$ N/A	$ 219.00	$ 219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	$ N/A	$ 204.00	$ 204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$ 672.00	$ 140.00	$ 812.00
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$ 772.00	$ 165.00	$ 937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Year 2 – 1st Additional Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 2
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$ 672.00	$ 0	$ 672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	$ N/A	$ 204.00	$ 204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	$ N/A	$ 204.00	$ 204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$ 4,472.00	$ 155.00	$ 4,627.00

5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$ 672.00	$ 140.00	$ 812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	$ N/A	$ 279.00	$ 279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$ 972.00	$ 155.00	$ 1,127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$ 672.00	$ 155.00	$ 827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$ 672.00	$ 140.00	$ 812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$ 672.00	$ N/A	$ 672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$ 672.00	$ 155.00	$ 827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$ 672.00	$ 140.00	$ 812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$ 672.00	$ 155.00	$ 827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$ 672.00	$ 155.00	$ 827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$ 672.00	$ 140.00	$ 812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$ 1,172.00	$ 155.00	$ 1,327.00
17	GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$ 972.00	$ 155.00	$ 1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$ 672.00	$ 140.00	$ 812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$ 672.00	$ 140.00	$ 812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$ 1,297.00	$ 155.00	$ 1,452.00
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	$ N/A	$ 304.00	$ 304.00
22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	$ N/A	464.00	464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	$ N/A	$ 294.00	$ 294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$ 672.00	$ 185.00	$ 857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	$ N/A	$ 204.00	$ 204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$ 1,312.00	$ N/A	$ 1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	$ N/A	$ 204.00	$ 204.00

28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$ 672.00	$ 155.00	$ 827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$ 772.00	$ 180.00	$ 952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$ 829.00	$ N/A	$ 829.00
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$ 672.00	$ 140.00	$ 812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$ 672.00	$ 140.00	$ 812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$ 672.00	140.00	812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	$ N/A	$ 204.00	$ 204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$ 1,297.00	$ 155.00	$ 1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$ 1,172.00	$ 140.00	$ 1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$ 672.00	$ 155.00	$ 827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$ 672.00	$ 140.00	$ 812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$ 672.00	$ 155.00	$ 827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$ 697.00	$ 140.00	$ 837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd.	$ N/A	$ 219.00	$ 219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	$ N/A	$ 204.00	$ 204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$ 672.00	$ 140.00	$ 812.00
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$ 772.00	$ 165.00	$ 937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Year 3 – 2nd Additional Term: Fire Sprinklers Inspections - One (1) Annual Inspection and Three (3) Quarterly Inspections; Backflow Preventer Inspections – One (1) Annual Inspection

	Location	Address	Fire Sprinkler Inspection & Testing	Backflow Preventer Inspection	Total – Year 3
1	200 Government Street – Office Building (Fire Sprinkler Only)	200 Government St	$ 672.00	$ 0	$ 672.00
2	Animal Shelter (Fire BFP Only)	855 Owen St	$ N/A	$ 204.00	$ 204.00
3	Arlington Point Park (Domestic BFP Only)	1891 9th Street	$ N/A	$ 204.00	$ 204.00
4	*Arthur R. Outlaw Convention Center- Sprinkler System (Domestic and Fire BFP)	1 South Water St	$ 4,472.00	$ 155.00	$ 4,627.00
5	Azalea City Golf Club- Sprinkler System (Fire BFP)	1000 Gaillard Dr	$ 672.00	$ 140.00	$ 812.00
6	Azalea Road Complex (Fire Hose Only)	1301 Azalea Road	$ N/A	$ 279.00	$ 279.00
7	*Ben May Main Library- Sprinkler System (Domestic and Fire BFP)	701 Government St	$ 972.00	$ 155.00	$ 1,127.00
8	Connie Hudson Mobile Regional Senior Center- Sprinkler System (Domestic and Fire BFP)	3201 Hillcrest Rd	$ 672.00	$ 155.00	$ 827.00
9	Dotch Community Center- Sprinkler System (Fire BFP Only)	3100 Bank Avenue	$ 672.00	$ 140.00	$ 812.00
10	Electrical Department(Fire Sprinkler Only)	854 Gayle St	$ 672.00	$ N/A	$ 672.00
11	Fire Station – Creighton- Sprinkler System (Domestic and Fire BFP)	200 Davenport Ave	$ 672.00	$ 155.00	$ 827.00
12	Fire Station #1- Sprinkler System (Fire BFP)	6801 Overlook Rd	$ 672.00	$ 140.00	$ 812.00
13	Fire Station #7- Sprinkler System (Domestic and Fire BFP)	5525 Commerce Blvd	$ 672.00	$ 155.00	$ 827.00
14	Fire Station #26- Sprinkler System(Domestic and Fire BFP)	8080 Airport Blvd	$ 672.00	$ 155.00	$ 827.00
15	Fire Station #28- Sprinkler System (Fire BFP)	7050 Old Military Rd	$ 672.00	$ 140.00	$ 812.00
16	Gulf Coast Exploreum- Sprinkler System (Domestic and Fire BFP)	65 Government St	$ 1,172.00	$ 155.00	$ 1,327.00
17	*GulfQuest Maritime Museum- Sprinkler System (Domestic and Fire BFP)	155 South Water St	$ 972.00	$ 155.00	$ 1,127.00
18	Harmon Recreation Center- Sprinkler System (Fire BFP)	1611 Belfast St	$ 672.00	$ 140.00	$ 812.00
19	Hillsdale Park Community Center- Sprinkler System (Fire BFP)	558 Felhorn Rd	$ 672.00	$ 140.00	$ 812.00
20	History Museum of Mobile- Sprinkler System (Domestic and Fire BFP)	111 South Royal St.	$ 1,297.00	$ 155.00	$ 1,452.00
21	Hurtel Armory (Domestic BFP and Fire Hose Only)	1900 Hurtel St	$ N/A	$ 304.00	$ 304.00

22	Irrigation Site on Canal St. Median (4 Domestic BFP Only)	Canal Street	$ N/A	$ 464.00	$ 464.00
23	Medal of Honor Park (Domestic and Fire BFP Only)	1711 Hillcrest Road	$ N/A	$ 294.00	$ 294.00
24	Michael C. Dow Amphitheater- Sprinkler System (Domestic and Fire BFP)	3055B Bank Avenue	$ 672.00	$ 185.00	$ 857.00
25	Mobile Botanical Garden (Fire BFP Only)	5151 Museum Drive	$ N/A	$ 204.00	$ 204.00
26	Mobile Civic Center Complex- Sprinkler System Only	401 Civic Center Dr	$ 1,312.00	$ N/A	$ 1,312.00
27	Mobile Police Department Headquarters (Domestic BFP Only)	2460 Government St	$ N/A	$ 204.00	$ 204.00
28	Mobile Museum of Art- Sprinkler System (Domestic and Fire BFP)	4850 Museum Dr	$ 672.00	$ 155.00	$ 827.00
29	Mobile, Alabama Cruise Terminal- Sprinkler System (Domestic and Fire BFP)	201 South Water St	$ 772.00	$ 180.00	$ 952.00
30	Parkway Library- Sprinkler System Only	1924-B DIP	$ 829.00	$ N/A	$ 829.00
31	Playhouse in the Park- Sprinkler System (Fire BFP)	4851 Museum Dr	$ 672.00	$ 140.00	$ 812.00
32	Police – 3rd Precinct- Sprinkler System (Fire BFP)	2165 St. Stephens Rd	$ 672.00	$ 140.00	$ 812.00
33	Police Impound Lot- Sprinkler System(Fire BFP)	1251 Virginia St	$ 672.00	$ 140.00	$ 812.00
34	Public Works Complex (Domestic BFP Only)	770 Gayle St	$ N/A	$ 204.00	$ 204.00
35	Public Works Garage – Body Shop- Sprinkler System (Domestic and Fire BFP)	901 Kelley St	$ 1,297.00	$ 155.00	$ 1,452.00
36	Saenger Theater- Sprinkler System (Domestic BFP)	6 South Joachim St	$ 1,172.00	$ 140.00	$ 1,312.00
37	Fire Station #18- Sprinkler System (Domestic and Fire BFP)	700 Museum Dr.	$ 672.00	$ 155.00	$ 827.00
38	Sage Armory- Sprinkler System (Fire BFP)	48 N. Sage Av.	$ 672.00	$ 140.00	$ 812.00
39	Sullivan Park Community Center- Sprinkler System (Domestic and Fire BFP	351 N. Catherine St.	$ 672.00	$ 155.00	$ 827.00
40	Tardy Cottage- Sprinkler System (Fire BFP)	104 S. Lawrence St.	$ 697.00	$ 140.00	$ 837.00
41	Theodore Park- (Two-2 Backflow Preventer Only)	7171 Old Military Rd.	$ N/A	$ 219.00	$ 219.00
42	Tricentennial Park- (Domestic BFP Only)	2121 Bragg Av.	$ N/A	$ 204.00	$ 204.00
43	Toulminville Library- Sprinkler System (Fire BFP)	601 Stanton Rd.	$ 672.00	$ 140.00	$ 812.00
44	West Regional Library- Sprinkler System (Domestic and Fire BFP)	555 Grelot Rd.	$ 772.00	$ 165.00	$ 937.00

*** - Building contains a Fire Pump**

Service Contractor to verify locations, number, and type.

Additional Services - Backflow Preventer Inspections:
Year 1: $ 175.00 .00 each; Year 2: $ 185.00 .00 each; Year 3: $ 190.00 .00 each

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):
Year 1: $ 75 .00 per hour; Year 2: $ 80 .00 per hour; Year 3: $ 85 .00 per hour
B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1: $ 112.50 per hour; Year 2: $ 120 .00 per hour; Year 3: $ 127.500 per hour
C. Overtime Holidays (Bidder's Holidays):
Year 1: $ 150 .00 per hour; Year 2: $ 160 .00 per hour; Year 3: $ 170 .00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

1. BID INCLUDES:
Addendum Number 1, Dated 2-2-23
Addendum Number 2, Dated 2-10-23
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Flow Innovations
Company Address: PO Box 482 Mobile, AL
Telephone: 251-679-9800 Email: service@flowinnovations.com
Type of Work: Fire Pumps Systems
Date(s): 2013 -Present

B. Reference #2:
Company Name: Ferguson Fire and Fabrication
Company Address: 5370 East Rite Road Theodore, AL 36582
Telephone: 251-338-7763 Email: laconda@ferguson.com
Type of Work: Fabrication
Date(s): 2010 - Present

C. Reference #3:
Company Name: Hydrotechnologies
Company Address: 1047 Sledge Drive Mobile, AL 36606
Telephone: 251-478-1104 Email: mdunnaway@hydrotechnologies.com
Type of Work: Fire Pumps
Date(s): 2010 - Present

5. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Bid Bond or Cashier's Check
- Secretary of State Authorization (Out of State Bidders Only)
- Subcontracting & Major Supplier Plan
- Proof of Competency of Bidder
- Any additional information, as required by Project Manual

CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

Remainder of Page Left Intentionally Blank

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Arena Fire Protection Inc
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Jeremy Davidson
(Typed)

TITLE Vice President
(Typed)

DATE February 14, 20 23

Sworn to and subscribed before me this 14th of Feb **day of 20** 2023

_____
Notary Public

JENNIFER WILLIAMSON
MY COMMISSION EXPIRES
JUNE 11, 2025
NOTARY PUBLIC
STATE OF ALABAMA

END OF SECTION

Subcontracting & Major Supplier Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Arena Fire Protection Inc
Address	10023 Lifeline Court Mobile, AL 36608
Telephone	228-588-3440
E-Mail	jeremy@arenafire.com

RFP/RFQ Solicitation Number	SC-016-23
Project Description	Fire Sprinkler & Backflow Preventer Inspection a& Service
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 37 Female 3 Minority 1 Non-minority _____ SDVO _____ Total #of Employees 41

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeremy Davidson

Signature: _____ Date: 02-14-2023

Title: Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jennifer Welch Title: Accounting

Email: jennifer@arenafire.com Phone: 228-588-3440

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Arena Fire Protection Your Bid/Proposal Amount $ 105,648.00 Date: 02-14-2023

____/____/____ Description Fire Sprinkler & Backflow Preventer Inspection a& Service

Name of Bidder/Proposer: Arena Fire Protection Inc

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
No major vendor						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Arena Fire Protection Inc

Contact Person: Jennifer Welch Phone 228-588-3440 Email jennifer@arenafire.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (_)	NO (_)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

____ Could not find sufficient DBEs to provide subcontracting or supplier services.

____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs._____

_____

_____

Alabama Secretary of State

Arena Fire Protection Inc.	
Entity ID Number	000 - 921 - 354
Entity Type	Foreign Corporation
Principal Address	21312 STATELINE RD MOSSPOINT, MS 39562
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mississippi
Formation Date	10/20/2000
Qualify Date	02/21/2002
Registered Agent Name	DAVIDSON, JEREMY
Registered Office Street Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Registered Office Mailing Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Nature of Business	
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	03/07/2013
Agent Mailing Address Changed From	* Added
Transaction Date	03/07/2013
Registered Agent Changed From	MCLEOD, BETTY 5058 FREEWAY DR MOBILE, AL 36619

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	02/21/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/07/2013 Registered Agent Change 2 pgs.

Arena Fire Protection Inc.

Browse Results New Search

E-Verify

Company ID Number: 406479

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Arena Fire Protection Inc.
Company Facility Address	21312 Stateline Rd Moss Point, MS 39562
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	640932306
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 406479

Approved by:

Employer Arena Fire Protection Inc.	
Name (Please Type or Print) Jeremy L Davidson	Title
Signature Electronically Signed	Date 04/05/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/05/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935
INSURED 376-483-4 ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 5** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6121587	04/08/2022	04/08/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	6121587	04/08/2022	04/08/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	6121592	04/08/2022	04/08/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	1804237	04/08/2022	04/08/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

376-483-4 50
ATTN: BUILDING SERVICES DEPARTMENT
CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Kern

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AGENCY CUSTOMER ID: 376-483-4
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY	NAMED INSURED ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460
POLICY NUMBER SEE CERTIFICATE # 5.0	
CARRIER SEE CERTIFICATE # 5.0 — NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 5.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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MOBILE
ALABAMA

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS AT VARIOUS CITY OF MOBILE FACILITIES
Service Contract #SC-016-23

Date: February 2nd, 2023.

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated January 18th, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Meeting Acknowledgment Roster, dated February 1st, 2023 are attached and form part of Addendum No. 1.

Item 2. All Bidders must have a current City of Mobile Business License at the time of bid submission.

Item 3. A bid bond is required.

Item 4. The subcontractor & Major Supplier Plan **MUST** be filled out and returned with the Bid package, failure to do so may disqualify your bid.

Item5. Sealed Bids are due no later than **2:30pm** local time on **Wednesday, February 15th, 2023.**

Item6. The Insurance Requirements for this project are listed in the bid package. The General Aggregate Limit shall apply on a "Per Project" basis, if you or your insurance broker have questions about this, please have your insurance broker contact me directly for additional information.

Item 6. The BID Form has been revised to reflect Modifications eliminating the *"N/A"* for Fire Sprinkler Inspection & Testing/ Backflow Preventer Inspection that was originally posted.

Forms and Specifications:

Attached:


SC-016-23 BID Form.pdf


SC-016-23 Attendance Roster.p


Fire Station 18 Sprinkler - Quarterly


Annual Reports.pdf

RFI's:

Question: ***What is the total number of fire pumps and their location?***
Answer: There are a total of three (3) Fire Pumps-

A. Ben May Main Library
701 Government Street, Mobile, AL 36602

B. GulfQuest Maritime Museum
155 South Water Street, Mobile, AL 36602

C. Arthur R. Outlaw Mobile Convention Center
1 South Water Street, Mobile, AL 36602

Question: ***Can we get a copy of the previous annual inspections?***
Answer: Yes, previous annual inspections are attached to the Addendum #1

Question: ***When are inspections to be completed?***
Answer: We will provide a full monthly schedule for annual & quarterly inspections for each location.

END OF ADDENDUM NO. 1

MOBILE
ALABAMA

Addendum No. 2

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: FIRE SPRINKLER AND BACKFLOW PREVENTER INSPECTIONS AND REPAIRS AT VARIOUS CITY OF MOBILE FACILITIES
Service Contract #SC-016-23

Date: February 10th, 2023.

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated January 18th, 2023. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications: This Addendum #2 is to clarify and update locations on the Bid Form.

Attached:



Revised Bid Form.pdf

RFI's:

Question: ***Fire station #18 isn't on the quote sheet…do we write it in?***
Answer: **I am attaching Addendum #2 w/ a revised Bid Form.**

END OF ADDENDUM NO. 2

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to Bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE CITY:

A. The "City" and "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service

Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner

shall be entitled to reimbursement from the Service Contractor.

L. The Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

M. Additionally, the City of Mobile reserves the rights to have any of Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor and signed by both parties.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. STARTING WORK: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made Monthly for all completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

1) employees on the Work and other persons who may be affected thereby; and
2) the Work and materials and equipment to be incorporated therein; and
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding Twenty-One (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under

the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:
a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (8.A.6.).
d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:
The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and Property Damage	$1,000,000 combined single limit

4) Excess/Umbrella Liability:
a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least Thirty (30) days' prior written notice has been given to the Owner. Such certificates of insurance shall state that Thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty.

E. The insurance required by Section 8. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service

Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-7454. Successful Bidder must have City License at the time of Bidding.

I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, ***inter alia***, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures, and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

L. CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor:
1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, Seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon Thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within Twenty-One (21) days after occurrence of the event giving rise to such Claim or within Twenty-One (21) days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One year contract with Cintas Corporation No.2 to provide rental uniforms and supplies for City departments, renewable for 2 additional one year periods.

General fund.

Amount of Contract:

Approx $7,000 per month.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
2023 Cintas Agenda Package	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	3/3/2023 - 4:56 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:48 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:49 PM

Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

LOCATION	CINTAS ACCOUNT	FUNDING ACCOUNT	WEEKLY AMOUNT	MONTHLY AMOUNT*	ANNUAL AMOUNT
City of Mobile Museum of Art, 4850 Museum Drive	16126513	10040560 42140	$111.29		$5,787.24
City of Mobile Referral Service, 200 Government St.	16126597	10040520 44020	$44.70		$2,324.40
4th Precinct/Fire Station 26, 8080 Airport Blvd,	16127148	10041532 42140	$27.38		$1,423.76
Fire Central Supply, 2851 Old Shell Rd,	16126769	10041522 44020	$17.02		$885.04
Fire Prevention, 2851 Old Shell Rd	17633102	10041522 44020	$93.61	Acct is billed monthly at $374.44	$4,867.72
Fire Training Center, 860 Owens St	16127156	10041522 44020	$26.31		$1,368.12
Mobile Fire Department 700 Museum Dr	19023583	10041522 44020	$32.39		$1,684.28
					$0.00
Western Admin Complex, 4851 Museum Dr,	16126711	10049000 44020	$53.28		$2,770.56
Government Plaza, 205 Government St	17509385	10049000 44020	$85.01		$4,420.52
					$0.00
Police Impound, 1215 B Virginia St	16126715	10041542 42140	$33.59		$1,746.68
Police Academy, 1251 Virginia St	16126654	10041530 42140	$26.31		$1,368.12
Police Central Precinct, 55 N Water St	17220634	10041532 42140	$19.94		$1,036.88
Police 850 St. Anthony St	16127214	10041538 42140	$25.59		$1,330.68
Police 2nd Precinct, 5441 Hwy 90	16131433	10041532 42140	$30.36		$1,578.72
Police, 850 Virginia St	21322877	10041538 42140	$26.54		$1,380.08
Police 1st Precinct, 2601 Dauphin Island Pky	16126666	10041532 42140	$6.07		$315.64
Police Crime Prevention, 2407 Airport Blvd	18513339	10041542 42140	$5.57	Acct is billed monthly at $22.26	$289.38
Mobile Radio Shop, 1251B Virginia St	18425305	10041530 42140	$18.22		$947.44
Mobile Police HQ, 2460 Government St	16131248	10041538 42140	$27.57		$1,433.64
					$0.00
Municipal Garage, 770 Gayle St	16131560	10042050 44070	$548.55		$28,524.60
Garage Inventory Control, 770 Gayle St.	16131568	10042050 44070	$34.12		$1,774.24
Municipal Garage, 770 Gayle St,	16131051	10042060 44020	$165.13		$8,586.76
Public Services Mowing, 770 Gayle St	16131532	10042086 44070	$33.40		$1,736.80
Public Services Trash, 1900 Hurtel St	16126602	10042090 44070	$56.75		$2,951.00
Public Services, 770 Gayle St	16126630	10042070 44070	$85.18		$4,429.36
Motor Pool, 745 Broad St	16126692	70007000 44070	$37.15		$1,931.80
					$0.00
Animal Services, 855 Owens St	18488694	10041546 42200	$18.22		$947.44
					$0.00
GulfQuest, 155 South Water St.	17596492	10044020 44020	$32.39		$1,684.28
Totals			**$1,721.64**	**$6,886.56**	**$89,525.18**

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Cintas Corporation No. 2, in the amount of approximately $7,000 per month, for one year, renewable for two additional one year periods without further Council action, for uniform and equipment rental services as needed and as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile
Uniform and Supplies Rental and Services
AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Cintas Corporation No. 2 (hereinafter "Contractor"), a for profit company organized under the laws of the State of Nevada and qualified to do business in Alabama.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. **Insurance**: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   Or, (in lieu of (1) and (2) above
   (3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements.

There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Contractor shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Contractor may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Cintas Corporation
P. O. Box 190727
Mobile, AL 36619

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of Contractor's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, Cintas Corporation No. 2

C. McFerrin, Its General Manager (title)

02-24-2023 Date

State of Alabama
Mobile County

I, Peggy Sarhan, a Notary public in and for said County and State, hereby certify that Clint McFerrin, whose name is known to me, acknowledged before me on this the 24th day of Feb, 2023, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Peggy Sarhan
Notary Public
My Commission expires on: 11/19/2023

PEGGY SARHAN
My Commission Expires
November 19, 2023

CITY OF MOBILE

William S. Stimpson, Mayor

Date

ATTEST:

City Clerk

Date

Exhibits A Statement of Work
B Certificate of Insurance
C Business License
D E-Verify Documentation

EXHIBIT A STATEMENT OF WORK

A. Contractor will provide equipment and uniform rental services for various City departments for a one year period, renewable for two additional one-year periods, in accordance with the terms and pricing of the Omnia/U.S. Communities Government Purchasing Alliance Agreement, Contract #R-BB-19002, Amendment #2, effective April 1, 2020 – October 31, 2027 between Contractor and Prince William County School Board, Manassas, VA, ("Omnia Contract") as further amended by the terms in this Agreement between City and Contractor.

B. This Statement of Work provides a list of initial items to be provided by Contractor found at Enclosure 1 to this Exhibit. Frequency numbers refer to the frequency of service intervals. The frequency number "1" in Enclosure 1 refers to weekly service, "2" is bi-weekly service, and the number "4" to monthly service. Contractor may add or remove items during the period at the request of City Departments only with the approval and at the direction of the Purchasing Agent. Contractor will maintain a running list at all times of all items being provided under this Agreement to include Item Location, Billed Department, Description of Item Provided, Quantity of Items, Frequency of Service, and Unit Monthly Rate. Contractor will provide the City Purchasing Agent a monthly report of all items being provided under the Agreement not later than the 5th calendar day of every month. Contractor will provide to each billed Department a list of all items being provided and billed to that Department concurrent with the monthly invoice.

C. Hand Sanitizers. Contractor will provide hand sanitizer services to include dispensers and supplies at the listed locations. All locations are for wall or pole-mounted electronic dispensers (unless otherwise indicated), to include mounting, servicing, refills, and equipment deployment, maintenance and removal.

D. Uniform and Floor Mat rentals. Contractor to provide uniform rental, cleaning, and maintenance, to include provision of required uniform types at correct sizing and insignia/patches/embroidery, in adequate quantities. Specific numbers, types, and locations may be changed at the direction of the Purchasing Agent with documentation of funding from the funding department.

E. Additional Items, Departments and Locations can be added with written notice from the City of Mobile Procurement Department. Such notice will be an Addendum to this agreement and will include Location, Funding Department, and Nature and Quantity of Items to be provided and pricing. All pricing shall be as per Omnia/US Communities Agreement. Additional items may include AED units, First Aid Cabinets and Servicing, or additional garment types, as needed, in response to emergency situations (ex. COVID-19 PPE.)

E. Uniform Specifications

1. Municipal Garage and Inventory Control Executive uniforms – each set:

a. One white or light-blue executive shirt with two pockets, either short or long sleeved, composed of 65% polyester and 35% cotton. "City of Mobile Municipal Garage," or a "City of Mobile Inventory Control" badge/patch shall be affixed over the left breast pocket. A badge/patch depicting the individual employee's name shall be affixed over the right breast pocket. Badges to be white background and blue trim/embroidery.

b. One pair of 100% polyester, navy-blue or black executive pants.

c. Weekly laundered and pressed/

2. Museum of Art Executive uniforms – each set:

a. One white shirt, either short or long sleeved, with one pocket over the left breast, composed of 65% polyester and 35 % cotton. No patches.

b. One pair of 100% polyester, navy-blue or black executive pants.

c. Weekly laundered and pressed.

3. Azalea City Golf Course Executive uniforms – each ser:

a. Trousers or shorts shall be pleated, 65% polyester/35% cotton, khaki in color.

b. Weekly laundered and pressed.

4. Municipal Garage and Inventory Control Cotton Uniforms – each set

a. One light-blue, long-sleeved shirt composed of 100% cotton; "City of Mobile Municipal Garage," or a "City of Mobile Inventory Control" badge/patch shall be affixed over the left breast pocket. A badge/patch depicting the individual employee's name shall be affixed over the right breast pocket. Badges to be white background and blue trim/embroidery.

b. One pair of navy-blue pants composed of 100% cotton.

c. Weekly laundered and placed on hangers.

5. Public Works Cotton Uniforms – each set

a. One light-blue, long-sleeved shirt composed of 100% cotton; "City of Mobile Public Works" badge/patch shall be affixed over the left breast pocket. A badge/patch depicting the individual employee's name shall be affixed over the right breast pocket. Badge background shall be white with brown trim and embroidery.

b. One pair of navy-blue pants composed of 100% cotton.

c. Weekly laundered and placed on hangers.

5. Electrical Flame Resistant/FR Uniforms – each set

a. One light-blue FR, long sleeved shirt. "City of Mobile Electrical (or appropriate department) badge/patch shall be affixed over the left breast pocket. Badges to be white background and blue trim/embroidery.

b. One pair of FR, navy-blue pants.

c. Weekly laundered in accordance with the FR requirements and placed on hangers.

6. Industrial Uniforms – Municipal Garage, Inventory Control, Museum of Art, Azalea City Golf Course – each set

a. One shirt composed of 65% polyester and 35% cotton in both short and long-sleeves (the lengths to be hereafter specified by Mobile) postman-blue. "City of Mobile Municipal Garage," or a "City of Mobile Inventory Control" badge/patch shall be affixed over the left breast pocket. A badge/patch depicting the individual employee's name shall be affixed over the right breast pocket. Badges to be white background and blue trim/embroidery. No badges or patches for Museum of Art of Azalea City Golf Course.

b. One pair of navy-blue pants composed of 65% polyester and 35% cotton.

c. Weekly laundered in accordance with the FR requirements and placed on hangers

7. Industrial Uniforms - Animal Control employees- each set

a. One shirt composed of 65% polyester and 35% cotton in both short and long-sleeves (the lengths to be hereafter specified by Mobile) -blue of a darker color than postman to be picked hereafter by the Animal Control. City will furnish to Contractor patches which Contractor shall affix appropriately on the left shoulder. Shirts will have badge tab for Animal Control badges. Contractor shall furnish and attach on American Flag to the right shoulder. Contractor shall embroider the words "City of Mobile Animal Control" in white on the left chest of the ladies' shirts and shall also be embroidered on the left chest of the scrub tops both inside and out.

b. One pair of navy-blue pants composed of 65% polyester and 35% cotton.

c. Weekly laundered in accordance with the FR requirements and placed on hangers

F. Uniform Replacement. Upon the request of the management of the City, Contractor will replace, at no additional charge, any uniform that becomes unsightly due to stains or fading, or which becomes worn out during the term of this bid. There will not be a charge for uniforms that must be replaced due to intentional damage by City employees or due to loss, theft or failure to return upon an employee's discontinuance of service. All replacement uniforms must be new (never used).

G. New Employee outfitting. New uniform delivery date is to be one week from the receipt of the order unless that employee's shirt size is XXX large or larger, or waist size is 48 or larger. Uniform must be new (never used). Embroidered shirts require special handling and are allowed an additional week.

H. Repairs and Alterations. Repairs and alteration cards must be provided by Contractor. All repairs and size exchanges will be performed by Contractors at no charge. Contractor agrees to inspect the uniforms for obvious needed repairs and agrees to perform these repairs when found. There shall be no ancillary charges.

I. Delivery: All uniforms will be delivered on hangers and each individual's uniforms will be bundled separately. All Municipal Garage uniforms will be hung on the clean garment rack each week. All Public Works uniforms will be hung on the clean garment rack each week. All Electrical Department uniforms be hung on the clean garment rack each week. All inventory count list will be provided for all clean and soiled uniforms each week. Departments utilizing the uniform rental shall have their own clean garment rack and soiled uniform bin at that specified location provided by Contractor. (Note: Public Works and the Municipal Garage may have additional bin requirements at additional locations.) An inventory count list will be provided for all clean and soiled uniforms each week.

J. Duration: This agreement shall be valid for one (1) year from the date of its' execution. The agreement is mutually renewable with the consent of both parties for up to two (2) additional one-year periods. Prices and terms are established in this agreement for all City of Mobile Departments. Departments and services can be added or removed only with written notification from the City of Mobile Purchasing Agent. A Department or service can be removed with a 30-day written notice, yet this contract will remain in place for all other Departments. The City of Mobile may cancel the entire agreement upon 30-day written notice to Contractor for any reason.

K. Pricing: Pricing for services will be set according to the Omnia Contract referenced in paragraph A. This is the current pricing, subject to adjustment in accordance with the terms of the Omnia Contract. All pricing adjustments will be requested by Contractor and approved by the Purchasing Agent.

Item	Unit Price (Monthly rental, unless otherwise noted)	Price for 11 Uniform Sets/Wearer	Lost/Unreturned Uniform Garment Price
Industrial Shirts	$0.18	$1.98	$14.00
Industrial Pants/Shorts	$0.18	$1.98	$14.00
Cotton Shirts	$0.26	$2.86	$12.00
Cotton Pants	$0.26	$2.86	$12.00
Executive Shirts	$0.24	$2.64	$12.00
Executive Pants	$0.24	$2.64	$12.00
Executive Shorts	$0.26	$2.86	$12.00
Cargo Pants/Shorts	$0.24	$2.64	$12.00
Polos	$0.29	$3.19	$12.00
Hi-Vis T-Shirts	$0.45	$4.95	$12.00
Hi-Vis Shirts/ANSI 2	$0.60	$6.60	$12.00
FR Shirt/Henley	$0.55	$6.05	$12.00
FR Pants	$0.55	$6.05	$12.00

Rental of Mats and Other Supplies

Item	Monthly Rental	Lost/Unreturned Item Charge
3x5 Scraper Mat	$1.75	$35.00
4x6 Scraper Mat	$2.00	$75.00
3x5 Safety Display Mats	$2.00	$35.00
3x4 Floor Mats	$2.00	$35.00
3x5 Floor Mats	$3.75	$35.00
3x10 Floor Mats	$3.25	$65.00
4x6 Floor Mats	$3.25	$75.00
Shop Towels	$0.08 each	$0.45 per towel
12"x12" Wiper Boxes – Heavy Duty	$10.00	$0.45 per wiper
100/box Wiper Boxes – All-Purpose	$8.00	$0.45 per wiper

L. Invoicing. Contractor shall bill City by individual invoice addressed to the department being serviced for the services provided. Invoicing can be weekly or monthly, dependent upon the service interval. City will pay in arrears for billed and delivered services. CINTAS hereby agrees to submit invoices to each City department for services rendered the preceding month, and additionally to Accounts Payable, City of Mobile, P. O. Box 389, Mobile, AL, 36601 or 205 Government Street, Room 440S, Mobile, AL 36644.

Encl 1 to Exhibit A Current Rental Items by Location

1. Location: City of Mobile Museum of Art, 4850 Museum Drive (16126513); **Billed account: 10040560 42140**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
3X5 ACTIVE SCRAPER	X10184	1	$1.518	1	-
3X5 XTRAC MAT ONYX	X10189	1	$2.277	1	-
4X6 XTRAC MAT ONYX	X10192	1	$3.289	6	-
GRAY MICROFIBER WIPE-	X7540	1	$0.164	20	-
SIG SANT SVC	X8072	1	$2.941	2	-
3X10 BLACK MAT	X84035	1	$3.308	1	-
SIG HND SANTZR STAND-	X9559	1	$1.158	2	-
AUTO SOAP DISP - BLK-	X9983	1	$0.051	2	-
DRESS SHIRT OXFORD/WHITE/LS - SZ PREM-17HLS	X374	1	$0.373	11	$15.18
PLEATED UNF PANT/BLK/CMFT-04030	X865	1	$0.223	11	$15.18
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Total number of Mats at account	9				
Average Weekly Price	**$111.293**				

2. Location: City of Mobile Referral Service, 200 Government St, (16126597); **Billed account: 10040520 44020**

Item Name	Material Number	Freqncy	Price	Quantity	L/R Charge
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1	-
4X6 BLACK MAT	X84435	1	$3.036	4	-
1000 MOISTURE SP SVC	X9312	1	$2.400	6	-

1000 MOISTURE SOAP REFILL-	X9313	1	$0.000	6	-
INST HAND SANT SVC	X9322	1	$2.986	2	-
SOAP DISPENSER - BLK-	X9981	1	$0.000	2	-
LAB COAT/WMNS/WHITE	X525	1	$0.296	19	$16.50
LAB COAT/WMNS/WHITE - SZ PREM-4XLLS	X525	1	$0.446	8	$16.50
Number of Coats	27				
Total number of Mats at account	5				
Average Weekly Price	**$44.70**				

3. Location: 4th Precinct/Fire Station 26, 8080 Airport Blvd, (16127148); **Billed account: 10041532 42140**

Item Name	Material Number	Freqcy	Price	Quantity
4X6 ACTIVE SCRAPER	X10186	1	$1.771	3
4X6 XTRAC MAT ONYX	X10192	1	$3.289	3
4X6 SCRAPER MAT	X2478	1	$1.771	3
SIG AUTOSOAP DSP ALU-	X27045	1	$0.506	2
SIG AUTOSOAP CVR WHT-	X27048	1	$0.000	2
SIG SANT ALC FM RFL-	X8071	4	$0.000	2
SIG SANT SVC	X8072	1	$2.941	2
Total number of Mats at account	9			
Average Weekly Price	**$27.38**			

4. Location: Western Admin Complex, 4851 Museum Dr, (16126711); **Billed account: 10049000 44020**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 SCRAPER MAT	X2477	1	$1.518	8
4X6 SCRAPER MAT	X2478	1	$1.771	1
4X6 BLACK MAT	X84435	1	$3.036	11
INST HAND SANT SVC	X9322	1	$2.986	2
SANIS SOAP DISPENSER WHITE-	X9980	1	$0.000	2
Total number of Mats at account	20			
Average Weekly Price	**$53.28**			

(d)

5. Location: Fire Central Supply, 2851 Old Shell Rd, (16126769). **Billed Acct: 10041522 44020**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 SCRAPER MAT	X2477	1	$1.518	2
4X6 SCRAPER MAT	X2478	1	$1.771	1
SIG SOAP DSP ALU	X27058	1	$0.456	2
SIG SANT SVC	X8072	1	$2.700	2
3X5 BLACK MAT	X84335	1	$1.771	1
4X6 BLACK MAT	X84435	1	$3.036	1
SIG HND SANTZR STAND-	X9559	1	$0.547	2
Total number of Mats at account	5			
Average Weekly Price	**$17.02**			

6. Location: Fire Prevention, 2851 Old Shell Rd (17633102); **Billed account: 10041522 44020**

Item Name	Material Number	Freqcy	Price	Quantity
INST HAND SANT SVC	X9322	4	$10.120	37
INST HAND SANT GEL RFL	X9323	4	$0.000	37
Average Monthly Price	**374.44**			

7. Location: Police Impound, 1215 B Virginia St (16126715); **Billed account: 10041542 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 ACTIVE SCRAPER	X10184	1	$1.518	1
3X5 XTRAC MAT ONYX	X10189	1	$2.277	7
3X10 TRAFFIC MAT	X10198	1	$3.542	2
3X10 BLACK MAT	X84035	1	$3.542	3
3X5 BLACK MAT	X84335	1	$1.771	7
NON ALC HND SANT SVC	X9328	1	$2.783	2
NON ALC HND SANT RFL-	X9329	4	$0.000	2
AUTO SOAP DISP	X9982	1	$0.000	2
Total number of Mats at account	20			
Average Weekly Price	**$33.59**			

B

8. Location: Police Academy, 1251 Virginia St (16126654); **Billed account 10041530 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 ACTIVE SCRAPER	X10184	1	$1.518	3
4X6 ACTIVE SCRAPER	X10186	1	$1.771	1
3X5 XTRAC MAT ONYX	X10189	1	$2.277	2
4X6 XTRAC MAT ONYX	X10192	1	$3.289	3
NON ALC HND SANT SVC	X9328	1	$2.783	2
AUTO SOAP DISP	X9982	1	$0.000	2
Total number of Mats at account	9			
Average Weekly Price	**$26.31**			

9. Location: Police Central Precinct, 55 N Water St (17220634); **Billed account: 10041532 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 TRAFFIC MAT	X10196	1	$2.172	2
4X6 TRAFFIC MAT	X10197	1	$3.289	1
SIG SOAP DSP	X27058	1	$0.456	1
SIG SANT SVC	X8072	1	$2.700	1
4X6 LOGO MAT J1263 4X6 MOBILE POLICE DEPT	X84401	1	$4.301	1
4X6 LOGO MAT J1264 4X6 MOBILE POLICE DEPT	X84401	1	$4.301	1
SIG HND SANTZR STAND	X9559	1	$0.547	1
Total number of Mats at account	5			
Average Weekly Price	**$19.94**			

10. Location: Police 850 St. Anthony St (16127214); **Billed account: 10041538 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 XTRAC MAT ONYX	X10189	1	$2.277	3
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1
3X10 TRAFFIC MAT	X10198	1	$3.542	2
3X5 BLACK MAT	X84335	1	$1.771	3
NON ALC HND SANT SVC	X9328	1	$2.783	1
AUTO SOAP DISP	X9982	1	$0.000	1
Total number of Mats at account	9			
Average Weekly Price	**$25.59**			

11. Location: Police 2nd Precinct, 5441 Hwy 90 (16131433); **Billed account: 10041532 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 ACTIVE SCRAPER	X10184	1	$1.518	1
4X6 ACTIVE SCRAPER	X10186	1	$1.771	1
4X6 TRAFFIC MAT	X10197	1	$3.289	2
3X10 TRAFFIC MAT	X10198	1	$3.542	5
NON ALC HND SANT SVC	X9328	1	$2.783	1
AUTO SOAP DISP	X9982	1	$0.000	1
Total number of Mats at account	9			
Average Weekly Price	**$30.36**			

12. Location: Municipal Garage, 770 Gayle St (16131560); **Billed account: 10042050 44070**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
3X5 ACTIVE SCRAPER	X10184	1	$1.518	1	-
3X5 WELLNESS AF ONYX	X1917	1	$4.000	32	-
SIG SANT SVC	X8072	1	$2.700	15	-
3X10 BLACK MAT	X84035	1	$3.542	2	-
3X5 BLACK MAT	X84335	1	$1.771	15	-
4X6 BLACK MAT	X84435	1	$3.036	4	-
SIG HND SANTZR STAND-	X9559	1	$1.518	15	-
CARGO PANTS/NAVY	X270	1	$0.373	11	$15.18
UF SHR/NAVY/CMFT/RFT STR/SS	X59935	1	$0.470	11	$33.50
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Total number of Mats at account	54				
Average Weekly Price	**$548.55**				

13. Location: Garage Inventory Control, 770 Gayle St. (16131568); **Billed account: 10042050 44070**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
CARGO PANTS/NAVY	X270	1	$0.223	11	$15.18
UF SHR/NAVY/CMFT/RFT STR/SS	X59935	1	$0.470	11	$33.50
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Average Weekly Price	**$34.12**				

14. Location: Public Services Mowing, 770 Gayle St (16131532); **Billed account: 10042086 44070**

Item Name	Material Number	Freqcy	Price	Quantity
NON ALC HND SANT SVC	X9328	1	$2.783	12
AUTO SOAP DISP	X9982	1	$0.000	12
Average Weekly Price	**$33.40**			

15. Location: Municipal Garage, 770 Gayle St, (16131051); **Billed Account 10042060 44020**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
FR SHRT/CRHRT 88/12 MD BLUE/LS	X294	1	$0.456	4	$65.78
PANT/FR/CARHART/88C/12N/NAVY	X371	1	$0.456	11	$60.72
KNIT/CTN HENLEY/FR/MED BLUE/LS	X60244	1	$0.456	7	$65.78
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Average Weekly Price	**$165.13**				

(d)

16. Location: Public Services Trash, 1900 Hurtel St (16126602); **Billed account: 10042090 44070**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 XTRAC MAT ONYX	X10189	1	$2.277	2
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1
3X5 SCRAPER MAT	X2477	1	$1.518	1
4X6 SCRAPER MAT	X2478	1	$1.771	1
SIG SANT ALC FM RFL-	X8071	4	$0.000	5
SIG SANT SVC	X8072	1	$2.700	5
3X10 BLACK MAT	X84035	1	$3.542	2
3X5 BLACK MAT	X84335	1	$1.771	3
4X6 BLACK MAT	X84435	1	$3.036	4
SIG HND SANTZR STAND-	X9559	1	$1.518	5
Total number of Mats at account	14			
Average Weekly Price	**$56.75**			

17. Location: Public Services, 770 Gayle St (16126630); **Billed account: 10042070 44070**

Item Name	Material Number	Freqcy	Price	Quantity
NON ALC HND SANT RFL	X9329	4	$0.000	12
3X10 BLACK MAT	X84035	1	$3.542	2
ALC FOAM HND SNT SVC	X9338	1	$2.783	12
3X5 BLACK MAT	X84335	1	$1.771	14
4X6 BLACK MAT	X84435	1	$3.036	1
AUTO SOAP DISP - WH	X9982	1	$0.000	12
SIG SANT ALC FM RFL	X8071	4	$0.000	4
SIG SANT SVC	X8072	1	$4.554	4
SIG HND SANTZR STAND	X9559	1	$1.518	4
Total number of Mats at account	17			
Average Weekly Price	**$85.18**			

18. Location: Motor Pool, 745 Broad St (16126692); **Billed account: 70007000 44070**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
3X5 ACTIVE SCRAPER	X10184	1	$1.518	5	-
3X5 BLACK MAT	X84335	1	$1.771	2	-
4X6 BLACK MAT	X84435	1	$3.036	6	-
CARGO PANTS/NAVY	X270	1	$0.223	11	$15.18
UNIFORM SHIRT/NVY CMFT SS	X935	1	$0.162	11	$12.14
Uniform Advantage	$0.081				
Prep Advantage	$0.051				
Emblem Advantage	$0.061				
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Average Weekly Price	**$37.15**				

19. Location: Police, 850 Virginia St (21322877); **Billed account: 10041538 42140**

Item Name	Material Number	Freqcy	Price	Quantity	L/R Charge
3X5 SCRAPER MAT	X2477	1	$1.518	2	-
3X10 BLACK MAT	X84035	1	$3.542	3	-
3X5 BLACK MAT	X84335	1	$1.711	1	-
INST HAND SANT SVC	X9322	1	$2.986	1	-
SANIS SOAP DISPENSER	X9980	1	$0.000	1	-
UNIFORM SHIRT/NVY CMFT SS	X935	1	$0.162	11	$12.14
WORK PANT/NAVY	X945	1	$0.312	11	$18.32
Uniform Advantage	$0.081				
Prep Advantage	$0.051				
Number of Shirts per Wearer	11				
Number of Pants Per Wearer	11				
Average Weekly Price	**$26.54**				

20. Location: Police 1st Precinct, 2601 Dauphin Island Pky (16126666); **Billed account: 10041532 42140**

Item Name	Material Number	Freqncy	Price	Quantity
4X6 ACTIVE SCRAPER	X10186	1	$1.771	1
4X6 LOGO MAT D0557 4X6 MOBILE POLICE DEPT	X84401	1	$4.301	1
Total number of Mats at account	2			
Average Weekly Price	**$6.07**			

21. Location: Police Crime Prevention, 2407 Airport Blvd (18513339); **Billed account: 10041542 42140**

Item Name	Material Number	Freqcy	Price	Quantity
4X6 BLACK MAT	X84435	4	$12.144	1
INST HAND SANT SVC	X9322	4	$10.120	1
INST HAND SANT GEL RFL	X9323	4	$0.000	1
Total number of Mats at account	1			
Average Monthly Price	**$22.26**			

22. Location: Mobile Radio Shop, 1251B Virginia St (18425305); **Billed account 10041530 42140**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 XTRAC MAT ONYX	X10189	4	$9.108	2
SOAP DISP-BLK	X9981	4	$0.000	2
Total number of Mats at account	2			
Average Weekly Price	**$18.22**			

23. Location: Animal Services, 855 Owens St (18488694); **Billed account 10041546 42200**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 XTRAC MAT ONYX	X10189	4	$9.108	2
Total number of Mats at account	2			
Average Weekly Price	**$18.22**			

24. Location: Fire Training Center, 860 Owens St (16127156); **Billed account: 10041522 44020**

Item Name	Material Number	Freqcy	Price	Quantity
4X6 BLACK MAT	X84435	1	$3.036	1
3X5 ACTIVE SCRAPER	X10184	1	$1.518	3
4X6 ACTIVE SCRAPER	X10186	1	$1.771	1
3X5 XTRAC MAT ONYX	X10189	1	$2.277	6
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1
Total number of Mats at account	12			
Average Weekly Price	**$26.31**			

25. Location: Government Plaza, 205 Government St (17509385); **Billed account 10049000 44020**

Item Name	Material Number	Freqcy	Price	Quantity
AUTO SOAP DISP - BLK	X9983	4	$0.506	8
ALC FOAM HND SNT RFL	X9339	4	$0.000	8
ALC FOAM HND SNT SVC	X9338	4	$10.120	8
Average Weekly Price	**$85.01**			

26. Location: GulfQuest, 155 South Water St. (17596492); **Billed account 10044020 44020**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 XTRAC MAT ONYX	X10189	4	$9.108	2
4X6 ACTIVE SCRAPER	X10186	4	$7.084	2
Total number of Mats at account	4			
Average Weekly Price	**$32.39**			

27. Location: Mobile Fire Dept, 700 Museum Dr. (19023583): **Billed account: 10041522 44020**

Item Name	Material Number	Freqcy	Price	Quantity
3X5 ACTIVE SCRAPER	X10184	1	$1.602	4
4X6 XTRAC MAT ONYX	X10192	1	$3.597	5
SIG AUTOSOAP DSP ALU-	X27045	1	$0.058	4
SIG AUTOSOAP CVR BLK-	X27050	1	$0.000	4
SIG SANT SVC	X8072	1	$2.700	4
Total number of Mats at account	9			
Average Weekly Price	**$32.39**			

1. Location: Mobile Police HQ, 2460 Government St. (16131248); **Billed account: 10041538 42140**

Item Name	Material Number	Freqcy	Price	Quantity
4X6 ACTIVE SCRAPER	X10186	1	$1.771	3
3X5 XTRAC MAT ONYX	X10189	1	$2.277	1
4X6 XTRAC MAT ONYX	X10192	1	$3.289	1
4X6 BLACK MAT	X84435	1	$2.779	3
NON ALC HND SANT SVC	X9328	1	$2.783	3
AUTO SOAP DISP - WH-	X9982	1	$0.000	3
Total number of Mats at account	8			
Average Weekly Price	**$27.57**			

EXHIBIT B

Insurance Documentation

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cintas Corporation and its Subsidiaries 6800 Cintas Blvd PO Box 625737 Cincinnati OH 45262 USA	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: LM Insurance Corporation	33600
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D: Westchester Fire Insurance Company	10030
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570097224824 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB2651004227092	07/01/2022	07/01/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Contractual Liability						MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$1,000,000
A	AUTOMOBILE LIABILITY			AS2-651-004227-072 AOS	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / HIRED AUTOS ONLY / X Comp/Coll $0 Ded.						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
D	X UMBRELLA LIAB X OCCUR			G22035277017	07/01/2022	07/01/2023	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA565D004227102	07/01/2022	07/01/2023	X PER STATUTE OTH	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WA765D004227112	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	$2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC5651004227122	07/01/2022	07/01/2023	E.L. DISEASE-EA EMPLOYEE	$2,000,000
							E.L. DISEASE-POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Mobile
Attn: Anne Foley
PO Box 1827
Mobile AL 36633 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : 211

Certificate No : 570097224824

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EXHIBIT C

Business License

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

CINTAS CORP 2 LOC 211 T4
5679 COMMERCE BLVD E
MOBILE, AL 36619

YEAR	LICENSE NO
2022	56619
ISSUED	**EXPIRES**
2/3/2022	12/31/2022

532299 LEASE/RENT-TANG.PER.PROP-NEC

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

CINTAS CORP 2 LOC 211 T4
6800 90C CINTAS BLVD - ACCTG ASST
MASON OH 45040

EXHIBIT D

E-Verify Enrollment Documentation

E-Verify

Company ID Number: 19959
Client Company ID Number: 529104

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Cintas Corporation (Employer), and TALX Corporation (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on employees by electronic means, and
   - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish

identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the

employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final

nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

Company ID Number: 19959
Client Company ID Number: 529104

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

    b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

    c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

    d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days

after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent

to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.

3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

    a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

    b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.

4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day

time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
    - Scanning and uploading the document, or
    - Sending a photocopy of the document by and express mail account (pain for at employer expense).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

Company ID Number: 19959
Client Company ID Number: 529104

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

Company ID Number: 19959
Client Company ID Number: 529104

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

Cintas Corporation (Employer) hereby designates and appoints TALX Corporation (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out Cintas Corporation (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number: 19959
Client Company ID Number: 529104

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Cintas Corporation

C. McFerrin	General Manager
Name (Please Type or Print)	Title
Signature	01/04/2023
	Date

E-Verify Employer Agent TALX Corporation

Jerald Jackson	
Name (Please Type or Print)	Title
Electronically Signed	03/29/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	04/26/2012
Signature	Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Cintas Corporation

Company ID Number: 19959
Client Company ID Number: 529104

Company Facility Address: 6800 Cintas Blvd
Mason, OH 45040

County or Parish: WARREN

Employer Identification Number: 311703809

North American Industry Classification Systems Code: 812

Administrator:

Number of Employees: 10,000 and over

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - C. J. Small - District 3

Purpose and Scope of Project:

Asbestos Abatement and Demolition of structure buildings at 1050 Dauphin Island Parkway.

Amount of Contract:

$92,399.00

Effective Date of Contract:

3/7/2023

Funding Source

Project # Woodlawn Apartments - Asbestos Abatement and Demolition - Project Numbers: ME-118-22; ME119-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**4342

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Woodlawn Apartments - Asbestos Abatement and Demolition - 1050 Daphin Island Parkway	Cover Memo	3/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/1/2023 - 4:13 PM

Legal	Kern, Chris	Approved	3/2/2023 - 12:57 PM
Legal	Kern, Chris	Approved	3/2/2023 - 12:59 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:25 PM
City Clerk	Gauthier, Lana	Approved	3/7/2023 - 9:10 AM

RESOLUTION

2023

Sponsored by: Mayor William S. Stimpson

Councilmember: C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Virginia Wrecking Company, Inc.

Project Name: Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2) 1050 Dauphin Island Parkway

Project Numbers: ME-118-22; ME-119-22

Amount: $92,399.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Woodlawn Apartments - Demolition (Phase 2)

CAPITAL PROJECT # CO111 **DATE OF RECEIPT**

DEPT. PROJECT # ME-118-22; ME-119-22

PROJECT DESCRIPTION Asbestos Abatement and Demolition at 1050 Dauphin Island Parkway.

CONTRACT AMOUNT $ 92,399.00

VENDOR NAME Virgina Wrecking Company, Inc.

VENDOR NUMBER 296039

DEPT # 5510 **DEPT NAME** Municipal Enforcement Department

CONTRACT ADMINISTRATOR David Daughenbaugh

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

General Construction requires Change Order for 10% overages.

Prepared by: _____ **Date** 2/28/23

Revised 5/16/2022 Tiffany Hollins

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: **VIRGINIA WRECKING COMPANY, INC.**
P.O. Box 2730
Daphne, Alabama 36526

City Business License No.: 114161

For the following Project: **Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2)**

1050 DAUPHIN ISLAND PARKWAY
MOBILE, ALABAMA 36605
PROJECT NUMBERS: ME-118-22; ME-119-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Exhibit "A"- Scope of Work, which is attached hereto and is hereby incorporated as a part of this Agreement. The Contract amount for demolition of **PROJECT LOCATION: 1050 DAUPHIN ISLAND PARKWAY located in Mobile, Alabama, Total Contract sum amount is: Ninety Two Thousand Three Hundred Ninety Nine Dollars and No Cents ($92,399.00).**

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 OWNER'S REPRESENTATIVE

The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is the Deputy Director of Municipal Enforcement Department or the Deputy Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Work shall commence within **ten (10)** business days of the date of a written Notice to Proceed. The Contractor shall deliver All Work, proof of Advertisement, Close-out documents and Invoices for completed Work within **ninety (90)** calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owners sole discretion.

3.3 This Agreement, including the Request for Quotes documents, is the final expression of the agreement between the parties and represents the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings, representations or Agreements, either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any close out requirements are not acceptably submitted for more than fifteen (15) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Program Coordinator
Municipal Enforcement Department
Western Admin Complex
4851 Museum Drive
Mobile, AL 36608

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Virginia Wrecking Company, Inc.
P. O. Box 2730, Daphne, AL 36526

3.7 For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $2,000,000 Products/Completed Operations aggregate
- $1,000,000 Personal and Advertising Injury per person/organization
- $2,000,000 general aggregate per project

AUTOMOBILE LIABILITY:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

COMMERCIAL UMBRELLA LIABILITY:

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $1,000,000 per line of coverage.

CERTIFICATES OF INSURANCE

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

ADDITIONAL INSUREDS

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall

be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

POLLUTION LEGAL LIABILITY

Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three- year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project basis. Pollution Legal Liability coverage shall be without asbestos exclusion.

3.8 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.9 The CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. **Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.**

3.10 This Agreement shall be governed by the laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

3.11 Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

3.12 Contractor, in the performance of its operations and obligations hereunder, shall not be or be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

4.0 BEST MANAGEMENT PRACTICE AND CERTIFICATIONS FOR DEMOLITION OF CONDEMNED STRUCTURES WITH LEAD-BASED PAINT:

4.1 The Contractor shall be responsible for providing, implementing and maintaining "Best Management Practices" (BMP's) for erosion and sediment control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.

4.2 A copy of this waste shipment record must be provided to the disposal site owner at the time the material is delivered. A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.

5.0 METHOD OF PAYMENT

Contractor shall provide two (2) notarized original signature copies of invoices to the Municipal Enforcement Department upon successful completion of service, along with the submission of all required Close-Out Documents for review and approval. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703.

6.0 TERMINATION OF CONTRACT

The City or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Program Coordinator, Municipal Enforcement Department, Western Admin Complex, 4851 Museum Drive, Mobile, Alabama 36608. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

7.0 PROOF OF ADVERTISEMENT OF COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice be sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the Project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that, **VIRGINIA WRECKING COMPANY, INC.,** has completed the contract for Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2), Location of Address **1050 DAUPHIN ISLAND PARKWAY; ME-118-22; ME-119-22** in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement Department, Western Admin Complex, 4851 Museum Drive, Mobile, Alabama 36608.

(c) Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

8.0 NONDISCRIMINATION

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

9.0 CONTRACT DOCUMENTS

The contract documents consist of this Agreement, Request for Quotes documents, the Contractor's Quote as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents contained herein, other than a Modification, appears below:

1. Your Quote dated, February 8, 2023
2. This Instrument (Agreement)
3. Certificate of Insurance forms with endorsement
4. E-Verify Documentation

10.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

11.0 IMMIGRATION LAW

By signing this Agreement, Contractor affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Contractor shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contactor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

12.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.0 ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

14.0 OPPORTUNITY TO CONSULT WITH COUNSEL

CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement.

15.0 ANTI-BOYCOTT

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

16.0 AUTHORITY TO EXECUTE AGREEMENT

Contractor's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

17.0 NO THIRD-PARTY BENEFIT

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

CONTRACTOR:

Treasurer
Signature / Title

Sarah Maddox / Treasurer

(Corporate Seal Applied)

ATTEST:

City Clerk

EXHIBIT A

SCOPE OF WORK - INDEX

WOODLAWN APARTMENTS – ASBESTOS ABATEMENT AND DEMOLITION (PHASE 2)
1050 DAUPHIN ISLAND PARKWAY, MOBILE, ALABAMA
PROJECT NUMBERS: ME-118-22; ME-119-22

Scope of Work: Consist of (10) Ten Single Stories Buildings

Scope of Work: Provide all labor and materials required for an ***Asbestos Abatement*** of all asbestos-containing materials outlined in the specification **Exhibit 8 Asbestos Abatement Specifications Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2).** The asbestos abatement shall be in accordance with United State Environmental Protection Agency (USEPA) and Alabama Department of Environmental Management (ADEM) regulations as indicated in the specification documents. Contractor shall conduct a full ***"Wet Demolition"*** in removing the structures including all contents inside and as described in the attached general notes and specifications provided, including all foundations, footings, slabs, etc. All demolition material and debris shall be sent to an approved Hazardous Landfill for Asbestos Containing Materials (ACM) and the demolition debris shall be sent to an approved Industrial and Construction and Demolition (C&D) Landfills. Disconnect and cap off all utility lines, such as sanitary sewer, water, and gas, in a manner satisfactory to the respective agency and the City of Mobile. Contractor shall clear lots by removing all debris resulting from the demolition of structures and all debris as designated in piles, scattered or otherwise on the sites. Contractor is to provide Sediment and Erosion Control measures, grassing, and Best Management Practices for Demolitions where Asbestos Containing Materials and/or Lead-Based Paint may be present, per specifications. Submit before and after demolition pictures to City of Mobile Municipal Enforcement Department, along with waste shipment record, Invoice for payment and required close-out documents

END OF SCOPE OF WORK

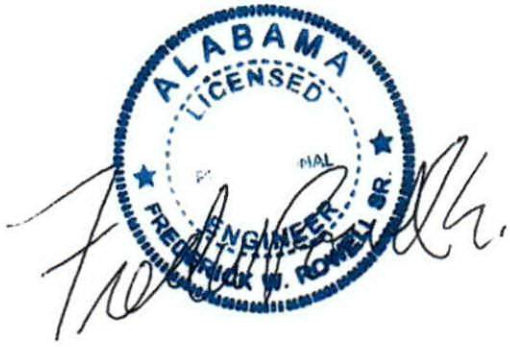
ASBESTOSABATEMENT SPECIFICATIONS
WOODLAWN APARTMENTS PHASE ii
1050 DAUPHIN ISLAND PARKWAY
MOBILE, ALABAMA

January 26, 2023

Prepared for:

CITY OF MOBILE
205 GOVERNMENT STREET
MOBILE, ALABAMA 36602

PROJECT NO.: 23-1101-0016



Frederick W. Rowell Sr., P.E.
Alabama AHERA Project Designer
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A THOMPSON HOLDINGS, INC COMPANY

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Woodlawn Apartments Phase II
Mobile, Alabama

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SECTION 01015 ASBESTOSABATEMENT SCOPE OF WORK

1.1 The Site

The City of Mobile is demolishing additional abandoned apartments, located at 1050 Dauphin Island Parkway and on Woodlawn Drive. Prior to demolition all asbestos-containing cementitious siding and heater flues are to be removed and disposed of by the Contractor in accordance with United States Environmental Protection Agency (USEPA) and Alabama Department of Environmental Management (ADEM) regulations. Addresses and approximate square footage of each structure is included as Attachment A, along with a site plan. However, the exact limits and quantity of the Work are the sole responsibility of the Contractor and they are responsible for removal of all asbestos-containing materials (ACM) at no additional cost to the Owner, and they shall verify all conditions, quantities and situations adjoining the Work.

1.2 Scope of Work

1.2.1 Asbestos

Work in this contract includes all labor and materials necessary to remove and dispose of the following:

- All asbestos-containing cementitious siding from all buildings listed in Attachment A. Refer to Section 02030 Asbestos Removal – Cementitious Siding for work particulars.

- All asbestos-containing heater flues from all buildings listed in Attachment A. Refer to Section 02020 Asbestos Removal. Flues can be removed in tact with procedures outlined in Section 02030.

1.2.2 Site Conditions

Prior to Contractor commencing work, the Owner (via contracted General Contractor) shall remove trees and shrubs from around the structures to be abated. Contractor shall coordinate work activities accordingly.

1.2.3 Schedule

The General Contractor will provide the schedule for work activities. Thompson Engineering shall be notified of the abatement schedule so a Project Monitor can be on site during asbestos removal activities.

1.3 Respiratory Protection

Workers shall wear respiratory protection during all activities, which may disturb ACM. The following presents the minimum respiratory protection that will be worn during the related activities:

Pre-cleaning the work area, constructing the containments, and handling containers of ACM.	1/2 face dual cartridge HEPA Filter Respirators
Gross Removal of ACM, Clean up of Work Area and Encapsulation	1/2 face dual cartridge HEPA Filter Respirators

In all cases, should fiber levels exceed 0.2 f/cc, then the Contractor shall use powered air purifying respirators (PAPR) until the cause of the elevated fiber levels is corrected and levels below 0.2 f/cc are documented.

Refer to Section 02020, "Asbestos Removal" for additional information.

1.4 SUBMITTALS

A. Prior to Work:

1. Copy of asbestos abatement notification filed.

2. Name(s) and copy of Safe State Certification of the Supervisor(s).

3. Proof that all required permits, site location, and arrangements for transportation and disposal of the ACM has been obtained.

B. Project Completion:

1. Copy of Project log book, which includes a list of personnel and copies of their certifications, daily sign-in sheets, daily reports, and completed Waste Shipment Records.

2. Copy of all air monitoring conducted during the project.

END OF SECTION

SECTION 01050 ASBESTOS PROJECT MONITOR

The Owner will provide an Asbestos Project Monitor to conduct all air monitoring required for the entire project. The Asbestos Project Monitor shall, at a minimum, have successfully completed a NIOSH 582 course or equivalent, and an EPA approved Supervision of Asbestos Abatement Projects course.

All air monitoring for this project shall be conducted in accordance with NIOSH Method 7400, latest revision. Air monitoring required for this project is outlined in Section 02110, "Air Monitoring and Clearance Testing". It is required that the Asbestos Project Monitor be on site at all times asbestos materials are being removed and air monitoring is being conducted.

END OF SECTION

SECTION 02020 ASBESTOS REMOVAL

1.0 GENERAL

1.1 Scope

This Section covers removal of friable asbestos-containing materials (ACM) inside of a building.

1.2 Description of Work

A. All work shall be conducted by competent persons who are knowledgeable, qualified and trained for the particular work they will perform.

B. The Contractor shall supply all labor, materials, equipment, services, insurance and incidentals that are necessary or required to perform the Work in accordance with applicable governmental regulations and these Specifications.

1.3 Definitions

A. Abatement: Procedures to decrease or eliminate the source of fiber release from ACM. Procedures include encapsulation, enclosure and removal.

B. Air Filtration Equipment: A portable local filtration system equipped with HEPA filtration and capable of maintaining a constant, low velocity flow to filter and trap contamination out of the air within the Work area. This equipment also establishes a reduced pressure within the Work area.

C. Airlock: System for permitting ingress and egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least three feet apart.

D. Airlock Doorway: A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two or three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway; or by using a rigid gasketed door and HEPA filter vents.

E. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard that is frequently comprised of asbestos combined with cellulose or refractory binders.

F. Air Monitoring: The process of measuring the fiber and/or asbestos content of a specific volume of air in a stated period of time. Two common types of air monitoring for asbestos abatement are by phase contrast microscopy (PCM) or transmission electron microscopy (TEM).

G. Amended Water: Water to which a surfactant has been added.

H. Asbestos: The asbestiform varieties of serpentine (chrysotile, antinolite), riebeckite (crocidolite), commingtonite-grunerite (amosite), anthophylite, and actinolite-tremolite. For purposes of determining respiratory and worker protection, both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

I. Asbestos-Containing Building Material: Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.

J. Asbestos-Containing Material (ACM): Any material containing more than 1% of asbestos of any type or mixture of types.

K. Authorized Person or Visitor: The building owners, or their authorized representative, or any representative of a regulatory or other agency having jurisdiction over the Project.

L. Clean Room: An uncontaminated area or room, which is a part of the personnel decontamination unit with provisions for storage of worker's street clothes and protective equipment.

M. Critical Barrier: Seal applied to openings connecting the abatement area with adjacent spaces that will not be included in the containment. Critical barriers shall not be exposed to the gross removal environment. Examples of openings requiring critical barriers include, but are not limited to: HVAC vents and diffusers; doorways; windows; air plenums; and floor, wall and ceiling penetrations. Critical barriers shall be semi-rigid and sealed with at least one layer of 6-mil plastic sheeting.

N. Decontamination Unit: A series of connected rooms, with airlock doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination facility always contains at least one air lock.

O. Encapsulation: The sealing of asbestos surfaces involving application of a material (encapsulant) that will envelop or coat the fiber matrix and eliminate fiber fallout and protect against impact damage.

P. Enclosure: Procedures necessary to completely enclose material containing asbestos behind airtight, impermeable, permanent barriers.

Q. Equipment Room: A contaminated area or room that is part of the personnel decontamination unit with provisions for storage of contaminated clothing and equipment.

R. Fixed Object: A unit of equipment or furniture in the Work area that cannot be removed from the Work area.

S. Glovebag: A sack (typically constructed of 6-mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, which is designed to enclose an object from which an asbestos-containing material is to be removed.

T. HEPA Filter: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of particles (asbestos fibers) greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.

U. HEPA Vacuum Equipment: Vacuuming equipment with a HEPA filter system.

V. Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book is kept on the Project site at all times.

W. Mini-Enclosure: A method with limited applications for removing small amounts of friable asbestos containing material typical for small-scale, short duration type projects.

X. NESHAP: National Emissions Standard for Hazardous Air Pollutants, 40 CFR Part 61.

Y. N.E.C.: National Electrical Code.

Z. NIOSH: National Institute for Occupational Safety and Health.

AA. Non-Friable Asbestos-Containing Material: Material that contains more than 1% asbestos and that cannot be crumbled, pulverized, or reduced to powder by hand pressure when dry is considered a Non-Friable ACM. NESHAP regulations divide Non-Friable materials into the following two groups:

1. Category I Non-Friable Asbestos-Containing Material includes asbestos-containing packings and gaskets, asbestos-containing

resilient flooring materials, and asbestos-containing asphaltic roofing products.

2. Category II Non-Friable Asbestos-Containing Material includes any asbestos-containing material other than Category I Non-Friable materials that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.

AB. OSHA: Occupational Safety and Health Administration.

AC. PCM: Phase contrast microscopy is used to determine the level of fibers in the air. Procedures are outlined in NIOSH Method 7400, Revision No. 3.

AD. Personnel Decontamination Unit: That portion of a containment work area designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room a shower room and an equipment room.

AE. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

AF. PPE: Personal Protective Equipment.

AG. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

AH. Regulated Asbestos-Containing Material (RACM): includes all asbestos-containing materials; Category I Non-Friable asbestos-containing material that will be or has been subjected to sanding, grinding, cutting, or abrading; and Category II Non-Friable asbestos-containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

AI. Removal: The act of removing asbestos-containing or contaminated materials from the structure under properly controlled conditions to a suitable disposal site.

AJ. Respirator: A devise designed to protect the wearer from the inhalation of harmful atmospheres.

AK. Shower Room: A room between the clean room and the equipment room in the personnel decontamination unit with hot and cold or warm running water and suitable arranged for complete showering during

decontamination. The shower room comprises an air lock between the contaminated and ambient clean area.

AL. Surfactant: A chemical wetting agent added to water to improve penetration.

AM. TEM: Transmission electron microscopy is used to determine the levels of structures of asbestos in the air. Guidelines are set forth in the AHERA regulations.

AM. Time Weighted average (TWA): The average concentration of a contaminant in air during a specific time period.

AO. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils that have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

AP. Work Area: The area where asbestos related work or removal operations are performed and which is isolated to prevent the spread of asbestos dust, fibers or debris, and to prevent entry by unauthorized personnel.

1.4 REGULATIONS

A. General Applicability of Regulations: Except to the extent that more explicit or more stringent requirements are written directly in the contract documents, all applicable codes, regulations, statutes, laws and rules have the same force and effect (and are made a part of the contract documents by referenced) as if copies are directly included into the contract documents, or as if published copies are bound herewith.

B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The Contractor shall hold the Owner and the Owner's representatives harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of themselves, their employees, or their subcontractors.

C. Federal Requirements, which govern asbestos abatement work or hauling and disposal of asbestos waste materials include, but are not limited to the following:

1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including, but not limited to:

   a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules 29 CFR 1910.1001 and 29 CFR 1926.58.

   b. Respiratory Protection
   29 CFR 1910.134

   c. Access to Employee Exposure and Medical Records
   29 CFR 1910.20

   d. Hazard Communication
   29 CFR 1910.1200 and 29 CFR 1926.59

2. U.S. Environmental Protection Agency (EPA) including but not limited to:

   a. National Emission Standards for Hazardous Air Pollutants (NESHAP)
   40 CFR 61

   b. Identification and Listing of Hazardous Wastes 40 CFR 261

3. U.S. Department of Transportation (DOT) including but not limited to:

   a. Shippers--Hazardous Materials Regulations
   49 CFR 171 and 172

D. State and Local Requirements that govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

1. Alabama Department of Environmental Management, Air Division.

2. Alabama Department of Environmental Management, Land Division.

1.5 Decontamination Procedures

Each worker and authorized visitor shall, upon entering a Work area, remove street clothes in the clean room, don a respirator and clean protective clothing prior to entering the equipment room or the Work area enclosure.

All workers and authorized visitors shall, each time they leave the Work area; remove gross contamination from clothing prior to leaving the Work area; proceed to the equipment room and remove all clothing except respirators; still wearing the respirator proceed to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator, thoroughly shampoo and wash themselves.

Following the showering and drying off, each worker and authorized visitor shall proceed directly to the clean room and dress in clean clothes. Before re-entering the Work area from the clean room, each worker and authorized visitor shall don a clean respirator and dress in clean protective clothing.

Contaminated work footwear can be stored in the equipment room when not in use in the Work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste.

Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from outside wearing a respirator and dressed in clean disposable coveralls. No worker shall use this system as a means to leave or enter the Work area.

Workers shall not eat, drink, smoke or chew gum or tobacco while in the Work area or clean room.

Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of asbestos-containing or contaminated materials prior to commencing actual asbestos abatement and until final cleanup and final clearance air monitoring is completed.

1.6 Equipment Removal Procedures:

In the Work Area, clean surfaces of contaminated containers and equipment thoroughly by wet wiping before moving such items into the equipment room for final cleaning through the clean room.

During work activities requiring decontamination procedures, the Contractor shall provide a means of communication for the workers inside the Work area without requiring personnel to enter or leave the Work area. This method of communications shall be a two-way radio, localized wire-connected telephone, or similar system. This communication system shall remain intact until final air

monitoring clearance is achieved. Then all equipment shall be wiped down, HEPA vacuumed or disposed of as asbestos-contaminated material.

Adequate shower facilities shall be provided by the Contractor. An employee leaving the Work area shall follow all decontamination procedures necessary or as described herein.

1.7 Personnel

The Contractor shall have a job superintendent present at all times while work on this Contract is in progress.

The Project Superintendent shall be thoroughly familiar and experienced with asbestos removal and related work and shall be familiar with and shall enforce the use of all safety procedures and equipment. They should be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines. They shall be trained in the proper use of all personal protection and safety equipment including, but not limited to, air purification and respiratory systems.

In addition to the Superintendent, the Contractor shall furnish one (1) or more foremen who are familiar and experienced with asbestos removal and its related work, safety procedures, and equipment.

A. It is a requirement of this Specification that the superintendent and/or one or more of the Contractor's foremen be inside the Work area at all times while work is in progress.

B. All superintendents and foremen shall have been trained by attending a five-day Supervision of Asbestos Abatement training course and have satisfactorily passed an examination following the training program. Only EPA approved training programs will be accepted.

C. Workers shall, at a minimum, receive 32-hour training program by an approved training provider. Approval and course content shall be outlined in the EPA Model Accreditation Plan. In addition, workers shall attend an approved annual 8-hour refresher course. Workers shall also have annual certificates, if required, for the locale of the Project.

2.0 PREPARATION

2.1 Preparation

A. Separation of Work areas from adjacent areas of the facility.

1. Separate parts of the building that may be required to remain in use from parts of the building that will undergo asbestos removal, by means of airtight barriers, constructed as follows:

   a. Build suitable rigid partitions and apply 3/8 inch minimum thickness sheathing on work side, if necessary.

   b. Cover both sides of partition with double layer of plastic sheet with joints staggered and sealed with tape. Edges of partition at floor, walls, and ceiling shall be caulked airtight.

2. Shut down electric power that serves the Work area. Provide temporary power and lighting and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements. All power in the Work Area shall be on ground fault interrupter circuits.

3. Preclean fixed objects within the Work area, by HEPA vacuuming and/or wet cleaning as appropriate. Cover the objects with a minimum of 6-mil plastic sheeting and seal with tape.

4. Preclean the Work area using HEPA vacuuming or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

B. Preparation of a Full Containment Area

1. Cover floor and wall surfaces with plastic sheeting sealed with tape. Use a minimum of two layers of 6-mil plastic sheeting on floors and two layers of 4-mil plastic sheeting on walls. Cover floors first and extend at least 12 inches up on walls, then cover walls with plastic sheeting to the floor level. The walls should overlap the floor material by a minimum of 12 inches.

2. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal. Physically blank off all supply and return air ductwork that leads to and from an isolated work area.

3. Seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetrations of the Work areas, with plastic sheeting (minimum of 4-mils thick) sealed with tape.

C. Pre-clean work area

1. Clean all moveable objects within the Work area using HEPA vacuum equipment and/or wet cleaning methods. Remove these objects from the Work area to a designated temporary storage location.

   The second layer of floor sheeting may be black or dark in color. All joints in the plastic sheeting shall have a minimum of 12 inches of overlap and shall be securely sealed with tape to prevent leakage of air and water.

2. Maintain emergency and fire exits from the Work areas, or establish alternative exits satisfactory to fire officials.

3. Pressure Differential and Monitoring:

   All full containment areas shall maintain a pressure differential of 0.04 inches of water between the work area and the unrestricted side of the ambient area. This shall commence at the beginning of any work that could possibly disturb ACM until the passing of final clearance sampling. Manometer/pressure reading instruments are to be inclined manometer type capable of 0-3" wg (0.1" wg increments) and shall be installed at representative locations at critical barriers. A continuous readout device/strip chart recorder shall be provided for each work area. Manometers shall also be used to monitor the pressure of the work area vs. the clean room of the decontamination chamber.

   The project monitor shall document the manometer readings at least every four hours. This documentation of continuous readings from the strip chart recorder shall be submitted with daily monitoring reports. All manometers and strip chart recorder shall be installed and operational for as long as the area is under containment at each work area to provide continuous documentation of pressure differential.

4. All filtered air shall be exhausted outside the building to the ambient atmosphere. If this is not possible, then filtered air shall pass through an additional HEPA filtration device and exhaust to an area of the building approved by the Owner's representative.

D. Decontamination Units

Build suitable decontamination units described herein.

In all cases, access between contaminated and uncontaminated rooms or areas shall be through the decontamination unit previously described. Passage between any two rooms within the decontamination unit shall be through an airlock doorway.

1. Construct a personnel decontamination unit contiguous to the Work area. The unit shall consist of three totally enclosed chambers that conform to the following:

    a. A shower room with two airlock doorways, one to the equipment room and one to the clean room. Plastic, if used, on shower room and adjoining equipment and clean rooms shall be opaque.

    b. The shower room shall contain at least one shower with hot and cold or warm water. The shower enclosure should be constructed to ensure against any leaking.

2. Provide or construct an equipment decontamination unit consisting of two totally enclosed chambers as follows:

    a. A washroom, constituting an airlock, with an airlock doorway to the Work area and an airlock doorway to the holding area. The washroom shall be at least three feet in length.

    b. A holding area with an airlock doorway to the washroom and an airlock doorway to an uncontaminated area. The holding area shall be at least three feet in length.

E. Maintenance of the Full Containment Area

1. Ensure that barriers and plastic sheeting are properly sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.

2. Visually inspect enclosures at the beginning of each shift.

3. Use smoke methods to test effectiveness of barriers when directed by the Owner.

F. Asbestos removal work shall not commence until:

1. Arrangements have been made for disposal of waste at an acceptable site.

2. Work areas and decontamination units and parts of the building required to remain in use are segregated.

3. All tools, equipment, and materials are at the site.

4. Arrangements have been made for building security.

5. All other preparatory steps have been taken and applicable notices posted and permits obtained.

6. Removal work will not begin until authorized by the Owner in writing, after an inspection of the abatement area has been inspected by the Project Monitor and the preparation is satisfactory.

2.2 Asbestos Removal

A. Prepare a full containment as previously described.

B. Remove and clean ceiling mounted objects, such as lights and other items not previously sealed off, that may interfere with ACM removal. Use hand-held water spraying and/or HEPA vacuum equipment during removal of fixtures as necessary to reduce fiber dispersal.

Decontaminate the objects, wrap in plastic and store for reinstallation upon completion of testing procedures, if required by the Owner.

C. If present, remove ceiling tiles and grid system within the Work area and dispose of as contaminated waste. If approved by the Engineer, the grid system may be removed, decontaminated, sealed in plastic and stored for reinstallation.

D. Provide adequate HEPA air filtration capacity to filter air from each room of the Work area that is contained. This may be accomplished by moving individual machines or ducting to individual rooms. Air filtration equipment shall be sufficient to provide filtered air changes of at least every 15 minutes from the containment.

E. When scheduled to be removed per Plans and/or Scope of Work, remove carpeting, carpet backing, window curtains, etc. in sections of appropriate size for packaging and dispose of as contaminated waste.

F. Spray asbestos material with amended water, using spray equipment capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping. Spray the asbestos material repeatedly during work process to maintain wet condition and to minimize asbestos fiber dispersion.

G. Protect all fixtures, grills, lockers and other non-removable equipment from amended water. Surfactants can cause oxidation. Also, protect painted surfaces and flooring.

H. Remove the saturated ACM in manageable sections. ACM shall not be allowed to dry out. ACM shall not be allowed to fall more than 15 feet.

For heights up to 50 feet an inclined chute and/or scaffolding can be used to intercept the ACM. For heights exceeding 50 feet, provide enclosed dustproof chutes.

I. Bulk asbestos material shall be bagged in 6-mil thick bags, before it dries. No ACM shall be allowed to lay in the containment overnight. Place the material in sealed containers. Place caution labels on containers in accordance with OSHA Regulation 29 CFR 1926.58 and DOT 49 CFR 171-177 if not already preprinted on containers. Clean external surfaces of containers thoroughly by wet wiping. Move containers to washroom, wet clean each container thoroughly, and move to holding area pending removal to uncontaminated areas. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean coveralls and wearing respiratory protection. Ensure that workers do not enter from uncontaminated areas into the washroom or the Work area; ensure that contaminated workers do not exit the Work area through the equipment decontamination unit.

J. When finished removing the ACM, all surfaces from which ACM has been removed shall be wet brushed and sponged or cleaned by an equivalent method to remove all visible material. During this work, the surfaces being cleaned shall be kept wet. At the Contractor's option, the layer of plastic exposed to the asbestos may be removed, leaving intact the final layer of plastic.

2.3 Cleanup

The following procedures should be followed in cleaning up the Work area.

A. Wet clean all surfaces and remove all visible accumulation of ACM from the Work area including the top layer of plastic if not previously removed. Prepare the Work area for an initial visual inspection.

B. Once the Work area has been inspected and is clean of visible accumulations of ACM, the Project Monitor will perform an initial clearance test with limits of 0.02 f/cc with NIOSH Method 7400, latest revision. The Contractor will continue the wet cleaning process until the designated fiber level is achieved.

C. After successful completion of the initial air test and before the last layer of the plastic sheeting is removed, apply one coat of an asbestos encapsulant sealer following manufacturer's recommendations for application. The encapsulant sealer shall be compatible with any material to be reapplied to the surface.

D. While still under respiratory protection, remove the final layer of plastic sheeting from the walls and floors after the sealant has dried. The seals on the windows, vents, doors, etc. shall remain, and HEPA filtration equipment and decontamination units shall remain in service.

Wet clean or HEPA vacuum work area underneath the plastic.

E. Enter a 24-hour settling period. Dust, both visible and invisible, shall be allowed to settle within the Work area without being disturbed during this period.

F. After the settling period, wet clean and/or HEPA vacuum all surfaces within the Work area. Once this cleaning operation is complete, visually inspect the Work area to ensure that it is free of contamination.

G. The Asbestos Project Monitor shall conduct a thorough visual inspection and conduct final air clearance testing. Upon successful completion of the visual inspection that all surfaces in the Work area are dry and free of contamination, the final air clearance testing will be conducted.

H. The final air clearance testing will consist of PCM air sampling, as applicable, with a maximum fiber level of 0.01 fibers per cubic centimeter of air (f/cc) being achieved prior to acceptance.

Aggressive sampling techniques will be used to re-entrain any fibers on the walls or floors in each area to be tested. The Contractor shall provide one (1) electric one Hp "Leaf Blower" and one (1) electric 20-inch box fan per 10,000 cubic feet of air volume in the Work area, for use by the Project Monitor during the aggressive sampling. The Contractor shall also provide the necessary electrical supply for these units. After sampling, the leaf blower and fans shall be cleaned by the Contractor and handled as if contaminated with asbestos.

Contractor shall continue cleaning the Work site until the accepted fiber level is achieved.

END OF SECTION

SECTION 02030
ASBESTOS REMOVAL – CEMENTITIOUS SIDING

I. GENERAL

GENERAL

The Contractor shall remove and dispose of all asbestos-containing cement panels, identified in the survey, utilizing procedures outlined in this Section.

1.1 EXECUTION

A. Restrict access to the area by erecting barricade tape and warning signs at least 20 feet from the work areas and/or the side of the building.

B. A personnel and equipment decontamination unit shall be constructed contiguous to the restricted area.

C. Wet cement panels with amended water and carefully remove the material.

D. Hand tools may be utilized to remove the cement panels.

E. Cement panels must be containerized in the first container/layer prior to removing it from the restricted area. The cement panels may then be placed in/covered with the second container/layer and be disposed of properly.

F. Clean up all visible debris and apply a coat of asbestos encapsulant to the areas of the building that cement panels was removed.

END OF SECTION

SECTION 02110 AIR MONITORING AND CLEARANCE TESTING

1.0 ASBESTOS ABATEMENT

All air monitoring for asbestos abatement shall be conducted in accordance with NIOSH Method 7400, latest revision. Analysis will utilize phase contrast microscopy (PCM). The Owner will provide a certified Asbestos Project Monitor to collect and analyze all air samples on this project. Results of all air monitoring shall be made available to the Owner on a daily basis.

1.1 BACKGROUND SAMPLING

Prior to the Contractor mobilizing to the site, a set of five (5) background air samples inside and outside of the building shall be collected and analyzed. A detection limit of at least 0.005 fibers per cubic centimeter (f/cc) shall be obtained.

1.2 FULL CONTAINMENT

When a full containment is established, air sampling will be conducted as follows:

Barrier Sample:	At least 2 continuously during each shift.
Clean Room Sample:	At least 1 continuously during each shift.
Air Filtration Device Sample:	At least 1 continuously during each shift.
Equipment Room Sample:	At least 1 continuously during each shift.
Work Area Sample:	At least 1 continuously during each shift.

1.2.1. Following initial visual inspection at least five (5) air samples will be collected from the Work area. Initial clearance passes when all samples indicate 0.02 fibers per cubic centimeter of air (f/cc) or less.

1.2.2. Following final visual inspection at least five (5) air samples will be collected from the Work area using an aggressive sampling technique. The aggressive sampling technique involves aggressively blowing down all vertical and horizontal surfaces with a one horsepower leaf blower and installing and operating a 20-inch box fan for each 10,000 cubic feet of Work area. Final clearance passes when all samples indicate 0.005 f/cc or less with a volume collected of at least 1,200 liters.

1.2.3 If requested and paid for by the Owner, transmission electron microscopy (TEM) samples may be collected and analyzed for clearance. Samples will be collected and analyzed in accordance with AHERA regulations. Final clearance passes when all samples indicate 0.005 structures per cubic centimeter of air (st/cc) or less with a volume collected of at least 1,200 liters.

1.3 CEMENTITIOUS SIDING AND FLUE REMOVAL\

During the removal of siding and flues, air monitoring will be conducted as follows:

Barrier Sample:	At least 1 during each shift.
Work area:	At least 1 during each shift.

1.4.1 Following a final visual inspection, removal will be considered complete if Work area samples indicate fiber levels of less than 0.01 f/cc. If not, at least three (3) air samples will be collected from the Work area. Final clearance passes when all samples indicate 0.01 f/cc or less.

1.4 DURING ANY ACM REMOVAL

If at any time during the course of the work, airborne fiber concentrations exceed either the background concentrations or 0.010 fibers/cc via PCM outside the work areas, the Contractor shall halt asbestos abatement related activities and take corrective measures to reduce airborne fiber concentration (misting the air, wet wiping, HEPA vacuuming, etc.). Work will not commence again until the source of the contamination has been identified and additional air samples have been collected indicating that airborne fiber concentrations are below 0.01 fibers/cc or the background level. If this type of "incident" occurs, the Contractor will notify the Owner immediately and via written report within 24 hours. Other "trigger levels" requiring an "incident" report if exceeded, will be as follows:

1.	Barrier Sample	0.01 f/cc
2.	Clean Room Sample	0.01 f/cc
3.	Air Filtration Device Samples	0.01 f/cc
4.	Glovebag Samples	0.01 f/cc
5.	Equipment Room Samples	0.10 f/cc
6.	Work Area Samples	0.20 f/cc

2.0 PERSONAL AIR MONITORING

2.1 Asbestos Abatement

Personal air monitoring is the responsibility of the Contractor. Personal air monitoring shall be conducted in accordance with OSHA standards. Air monitoring should be conducted for all shifts workers wear respiratory protection. 25% of the workers should have an 8-hour time-weighted average (TWA) sample and a 30 minute short-term excursion level (STEL) sample collected and analyzed by PCM.

END OF SECTION

SECTION 02210 ASBESTOS DISPOSAL

All ACM generated from this project will be disposed of by the Contractor in a licensed and qualified asbestos landfill. The landfill used must be approved by the Owner.

ACM will be contained in either double 6-mil thick leak-tight polyethylene bags and steel drums which meet DOT Specification 17H, or in single 6-mil thick leak-tight polyethylene bags and placed in a fiberboard drum, or sealed in two layers of 6-mil thick polyethylene sheeting.

ACM containers shall be labeled as follows:

1. First Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

2. Second Label: Provide in accordance with U.S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172:

ASBESTOS
NA2212
RQ

3. Third Label: Provide a permanent label on each container, listing the name of the facility owner and the location where the waste was generated, in accordance with the Environmental Protection Agency's Asbestos NESHAP Revision, 40 CFR Part 61.

The containerized ACM waste will be loaded in an enclosed truck for transport to the landfill. A single layer of 6-mil plastic sheeting will be installed on the floor and walls of the truck bed. Containerized waste will be removed from the building on a daily basis. The truck, used to transport asbestos-containing waste, shall be labeled with a sign bearing the following legend in accordance with the EPA's Asbestos NESHAP Revision, during loading unloading of the vehicle:

DANGER
ASBESTOS DUST HAZARD
CANCER AND LUNG DISEASE HAZARD
Authorized Personnel Only

Workers handling the containers shall wear respiratory protection.

A completed copy of a Waste Shipment Record (WSR) shall be executed by appropriate parties and be submitted to the Owner. Environmental will inspect waste for shipment and sign all manifest.

END OF SECTION

ATTACHMENT A

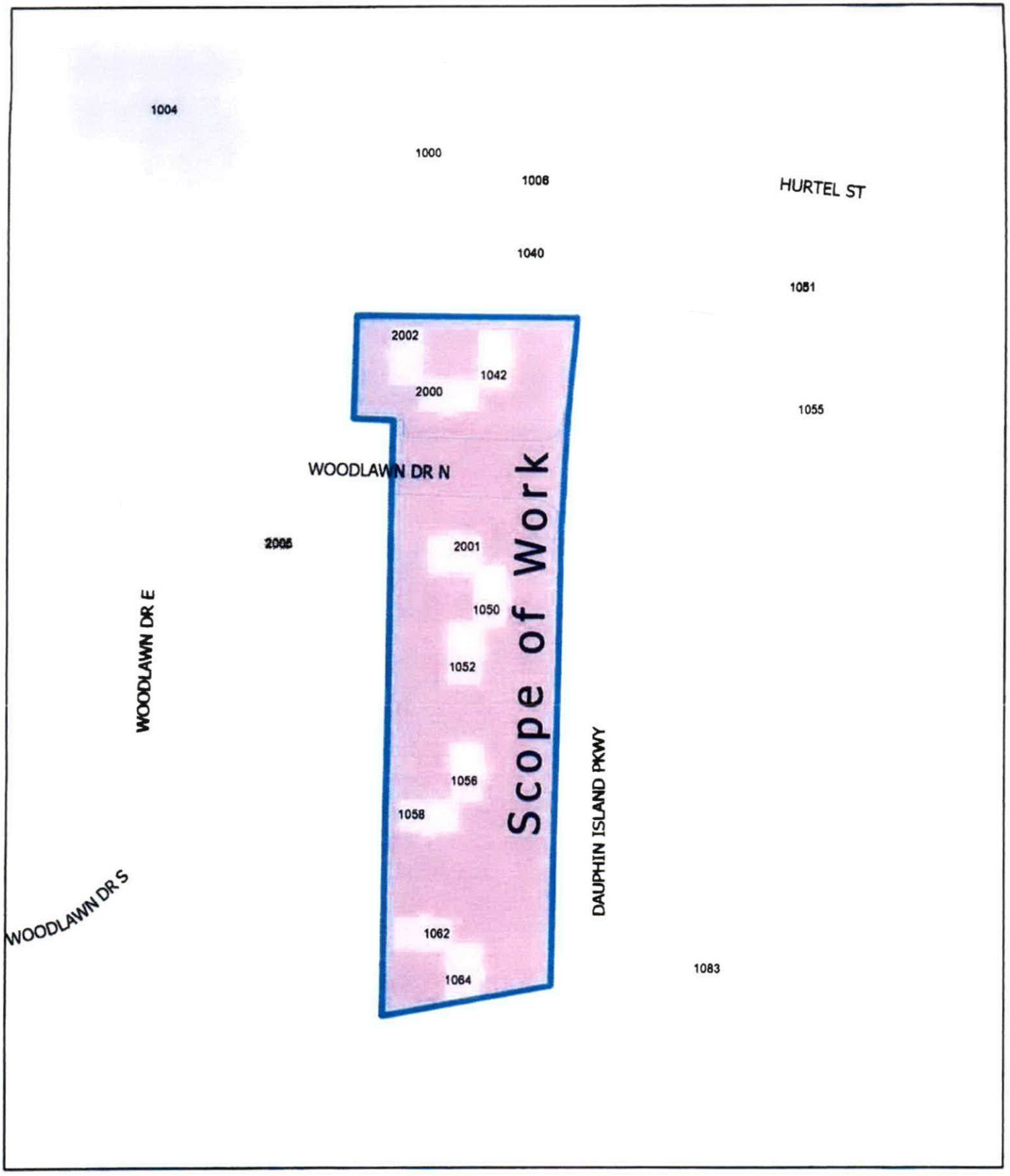
List of Buildings and Site Plan

SECTION 00300

SCHEDULE OF BUILDINGS

(1) BID PACKAGE

	BUILIDING ADDRESS (Addresses below are ALL UNITS)	NUMBER OF STORIES		SQUARE FT. (+/-) PER BUILDING
1	1042 A & B DAUPHIN ISLAND PARKWAY	1		4,131 (+/-)
2	2000 A & B WOODLAWN DRIVE N	1		4,131 (+/-)
3	2002 A & B WOODLAWN DRIVE N	1		4,131 (+/-)
4	1050 A & B DAUPHIN ISLAND PARKWAY	1		4,131 (+/-)
5	1052 A & B DAUPHIN ISLAND PARKWAY	1		4,131 (+/-)
6	1056 A & B DAUPHIN ISLAND PARKWAY	1		2,754 (+/-)
7	1058 A & B DAUPHIN ISLAND PARKWAY	1		2,754 (+/-)
8	1062 A & B DAUPHIN ISLAND PARKWAY	1		2,754 (+/-)
9	1064 A & B DAUPHIN ISLAND PARKWAY	1		2,754 (+/-)
10	2001 A & B WOODLAWN DRIVE N	1		4,131 (+/-)



1050 Dauphin Island Parkway

Woodlawn - Scope of Work

N

0 62.5 125 250 Feet

City of Mobile

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, **Virginia Wrecking Company, Inc.,** hereinafter called the Principal, and Harco National Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633**, hereinafter called the Owner, in the penal sum of **Ninety Two Thousand Three Hundred Ninety Nine and 00/100 Dollars ($92,399.00)** for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete **Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2)**; **ME-118-22; ME-119-22,** a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 21st day of February, 2023.

CONTRACTOR AS PRINCIPAL
Company: Virginia Wrecking Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Sarah Maddox, Treasurer

SURETY
Company: Harco National Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Maria A Davison, Attorney in Fact

Resident Agent: _____
(Signature)

Name and Title: Maria A Davison
Address: PO BOX 507, Montrose, AL 36559

Phone and Fax: 251.621.2180 - 251.621.2189

Owner's Representative: James Roberts, Senior Director
Neiborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

BOND# 0525138

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, **Virginia Wrecking Company, Inc.**, as Principal, and Harco National Insurance Company _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum **Ninety Two Thousand Three Hundred Ninety Nine and 00/100 Dollars ($92,399.00)** lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete **Woodlawn Apartments – Asbestos Abatement and Demolition (Phase 2); ME-118-22; ME-119-22**, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Maria A Davison **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 21st day of February, 2023.

CONTRACTOR AS PRINCIPAL
Company: Virginia Wrecking Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Sarah Maddox, Treasurer

SURETY
Company: Harco National Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Maria A Davison, Attorney in Fact

Resident Agent: _____
(Signature)

Name and Title: Maria A Davison
Address: PO BOX 507, Montrose, AL 36559
Phone and Fax: 251.621.2180 - 251.621.2189

Owner's Representative: James Roberts, Senior Director
Neiborhood Development
P.O. Box 1827
Mobile, Alabama 36633
251-208-6291

POWER OF ATTORNEY

Bond # 0525138

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, JOHN T. THOMAS JR., MARIA A. DAVISON

Daphne, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. April 4, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 27, 2023

A01124

Irene Martins, Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Cathy Weichler / 205-581-9441 PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: cwei@mcgriff.com
INSURED Virginia Wrecking Company, Inc. P O Box 2730 Daphne, AL 36526	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A :Nautilus Insurance Company 17370 INSURER B :Key Risk Insurance Company 10885 INSURER C :Great Divide Insurance Company 25224 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** KZR3KYNE **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Gen Agg Capped at $5,000,000 X Pollution Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	ECP202343815 Deductibles: General Liability $5,000 Per Occurrence Pollution: $5,000 Each Poll Condition Per Occurrence	08/01/2022	08/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 2,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 2,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BAP202343715 HPD Limit: $25,000 HPD Deductibles: Comp: $100 Coll: $1,000	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	FFX203822010	08/01/2022	08/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCA202343615	08/01/2022	08/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Woodlawn Apartments Demolition Phase 2

Certificate Holder is Additional Insured with respects to General Liability, Automobile Liability and Umbrella Liability coverage as required by written contract. General Liability and Automobile Liability Additional Insured status is afforded on a Primary and Non-Contributory basis as required by written contract. Waiver of Subrogation applies in favor of the certificate holder as respects to General Liability, Auto Liability, Umbrella and Workers Compensation as required by written contract. The Umbrella Policy covers over the underlying General Liability, Automobile Liability and Employers Liability coverage. In the event of cancellation by the insurance company the General Liability policy has been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
P O Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Company ID Number: 488998

Approved by:

Employer Virginia Wrecking Co., Inc.	
Name (Please Type or Print) Daniel A Schambeau	Title
Signature Electronically Signed	Date 01/12/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/12/2012

E-Verify

Company ID Number: 488998

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Virginia Wrecking Co., Inc.
Company Facility Address	10430 Co. Rd. 64 Daphne, AL 36526
Company Alternate Address	P.O. Box 2730 Daphne, AL 36526
County or Parish	BALDWIN
Employer Identification Number	630630148
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Nick Amberger, City Engineer, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers William Carroll and Gina Gregory.

Purpose and Scope of Project:

To accept 2nd renewal of contract with Southern Earth Sciences, Inc. to perform professional services for annual landfill sampling requirements for
C & D Bates Landfill and Hickory Landfill.

Amount of Contract:

$56,538.90

Renewal Date of Contract:

2/9/2023

Funding Source

Project # C0521 Bates Landfill-Hickory Street **Discretionary Funds**

Project String 20002000-42200 **Contract Number:**3121

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Professional Services for Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill 2nd renewal contract	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date

Engineering	Amberger, Nick	Approved	3/2/2023 - 8:53 AM
Capital	Rhodes, Brenda	Approved	3/2/2023 - 10:20 AM
Legal	Kern, Chris	Approved	3/8/2023 - 12:54 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers William Carroll and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the contract, by and between the City of Mobile and Southern Earth Sciences, Inc., dated February 9, 2021 for Professional Services for Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill for the second one-year renewal period. An amendment to the contract is attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

February 17, 2023

Ms. Rosemary Ginn, P.E.
The City of Mobile
205 Government Street
Mobile, Alabama 36644

RE: Proposal for Annual Landfill Sampling Requirements
Bates Field & Hickory Street Landfills
Mobile, Alabama
SESI Proposal No.: XM23-096

Dear Ms. Ginn:

Southern Earth Sciences, Inc. (SESI) appreciates the opportunity to submit this fee proposal to perform Annual Landfill Sampling for the above referenced projects.

SCOPE OF SERVICES

Bates Field

A groundwater sample will be collected from each of the on-site wells (up to 8 samples) plus a duplicate during the months of March and September. Purging and sampling will be conducted per the most resentThe wells will be purged utilizing a pump to limit turbidity within the groundwater. Field stabilization parameters including pH, DO, Conductivity, Temperature, Redox, Water Level Indicator and Turbidity will be recorded. The groundwater samples will be placed on ice and delivered to Eurofins of Mobile, Alabama and analyzed for Appendix I & II (as required) constituents via EPA Method 8260, 6020, 245.1, 8270, 8081, 8082 and 8151 with the exception of the duplicate which will only be analyzed for volatiles via EPA Method 8260.

Explosive gas readings will be measured annually in twenty-seven on-site gas monitoring points at the facility. Gas measurements will be made with an explosive gas meter to measure the lower explosive limit which will be calibrated prior to sampling. Should readings exceed 5% explosive gas in air (100% of the LEL for methane), "step out" readings will be taken.

Hickory Street

A groundwater sample will be collected from each of the three on site wells and a duplicate sample during the months of March and September. The wells will be purged utilizing a pump to limit turbidity within the groundwater. Field stabilization parameters including pH, DO, Conductivity, Temperature, Redox, Water Level Indicator and Turbidity will be recorded. The groundwater samples will be placed on ice and delivered to Eurofins of Mobile, Alabama and analyzed for Appendix I & II (as required) constituents via EPA Method 8260, 6020, 245.1, 8270, 8081, 8082 and 8151 with the exception of the duplicate which will only be analyzed for inorganics.

ESTIMATED FEES FOR SERVICES

Based on the scope for **Bates Field**, we would estimate the fees for this project to be approximately$14,404.70 per event for statistical analyses plus an approximately $1,395.00 for the explosive gas sampling and reporting for a combined annual total of $30,204.40. The cost breakdown per event is listed below:

Statistical Analyses		
Professional Geologist	$125/ 8 Hours	$1,000.00
Staff Geologist (Reporting)	$100/ 24 Hours	$2,400.00
Technician (Fieldwork)	$65/ 16 Hours	$1,040.00
Laboratory Cost	Lump Sum	$9,764.70
Equipment/Supplies	Lump Sum	$200.00
Explosive Gas Monitoring		
Professional Geologist	$125/ 1 Hours	$125.00
Staff Geologist (Reporting)	$100/ 5.5 Hours	$550.00
Technician (Fieldwork)	$65/ 8 Hours	$520.00
Equipment/Supplies	Lump Sum	$200.00

Based on the scope for **Hickory Street**, we would estimate the fees for this project to be approximately $9,969.75 per event or $19,939.50 per year.

Statistical Analyses		
Professional Geologist	$125/ 8 Hours	$1,000.00
Staff Geologist (Reporting)	$100/ 16 Hours	$1,600.00
Technician (Fieldwork)	$65/ 16 Hours	$1,040.00
Laboratory Cost	Lump Sum	$6,129.75
Equipment/Supplies	Lump Sum	$200.00

Bates & Hickory Street Landfills
SESI Proposal XM23-096

It is our understanding the City of Mobile will issue a specific contract for this project with negotiated Terms & Conditions.

We appreciate the opportunity to submit this proposal. Should you have any questions, you may reach the undersigned at 251-445-4379 or via electronic mail to eguarino@soearth.com.

SOUTHERN EARTH SCIENCES, INC.
Sincerely,

Eric A. Guarino, P.G.
Environmental Department Manager

eag

Company ID Number: 417738

Approved by:

Employer Southern Earth Sciences, Inc	
Name (Please Type or Print) Cindy M Giddens	Title
Signature Electronically Signed	Date 05/25/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/25/2011

Company ID Number: 417738

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Southern Earth Sciences, Inc
Company Facility Address	6352 Piccadilly Square Drive Mobile, AL 36609
Company Alternate Address	PO Box 160745 Mobile, AL 36616
County or Parish	MOBILE
Employer Identification Number	630710398
North American Industry Classification Systems Code	541
Parent Company	Southern Earth Sciences, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	5

SOUTEAR-02 RHUTTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER B : Steadfast Insurance Company	
	INSURER C : Great Midwest Ins	18694
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		GLO593900111	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BAP593900211	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		SXS077476900	2/1/2023	2/1/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC593900011	2/1/2023	2/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			AE-GM-0000201-02	2/1/2023	2/1/2024	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-02	2/1/2023	2/1/2024	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bates Field Groundwater Monitoring

City of Mobile is named as additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36644-1300

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Durden

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SOUTEAR-02 RHUTTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2023

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PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Rachel Hutto
PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No):
E-MAIL ADDRESS: rhutto@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Steadfast Insurance Company	
INSURER C : Great Midwest Ins	18694
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Earth Sciences, Inc.
6352 Piccadilly Square Dr
Mobile, AL 36609

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR	X		GLO593900111	2/1/2023	2/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X XCU Included						MED EXP (Any one person)	$ 10,000
	X Contractual Liab.						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						EBL AGGREGATE	$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X		BAP593900211	2/1/2023	2/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE	X		SXS077476900	2/1/2023	2/1/2024	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		WC593900011	2/1/2023	2/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabili			AE-GM-0000201-02	2/1/2023	2/1/2024	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-02	2/1/2023	2/1/2024	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Hickory Street Landfill

City of Mobile is named as additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SOUTHERN EARTH SCIENCES, INC.:

By: Lewis Copeland Jr.

Its: President

Address: 6352 Piccadilly Square Drive

Mobile, AL 36609

Telephone: 251-445-4354

CORPORATE SEAL

Attest:

By: Rachel Green

Its: Secretary

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, Notary Public in and for said county in said State, hereby certify that Lewis Copeland, Jr., whose name is signed to the foregoing instrument in the capacity of President of SOUTHERN EARTH SCIENCES, INC. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 28 day of February, 2023.

Penny L. Boulton

Notary Public

My Commission Expires: June 7, 2026

STATE OF ALABAMA NOTARY PUBLIC

PENNY L. BOULTON
My Commission Expires
June 7, 2026

City of Mobile

Annual Landfill Sampling Requirements Professional Services

AMENDMENT TO AGREEMENT

The AGREEMENT dated February 9, 2021, by and between THE CITY OF MOBILE, by its Mayor (hereinafter "City") and Southern Earth Sciences, Inc. (hereinafter "Contractor"), is hereby AMENDED this ____ day of _____, 2023 (the "Effective Date").

This one-year renewal is in accordance with Paragraph III of the existing contract approved by Resolution 21-067-2021 on February 9, 2021. Paragraph III states:

> *"The term of this Agreement is one year and shall renew for up to two additional one year periods upon the written request of the City."*

The contract scope and compensation will be in accordance with the attached Attachment A – Scope of Services and Estimated Fees submitted by Southern Earth Sciences, Inc. The total cost for the Agreement will not exceed $56,538.90. This renewal extends the contract for one (1) year from the "Effective Date."

IN WITNESS WHEREOF, SOUTHERN EARTH SCIENCES, INC., a corporation, has caused its name to be signed hereto by _____, its_____, and by_____its_____, both duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

City of Mobile, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract with University of South Alabama, USA Health Division, for pharmaceutical services and medications for the Mobile Fire Rescue Dept. Drug/Special Event Box program. Renewable annually w/o further Council action. General fund.

Amount of Contract:

NTE $125K per year

Funding Source

Project # **Discretionary Funds**

Project String 61206120 44020 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package MFRD Pharmacy	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	3/3/2023 - 4:54 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:46 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:46 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

University

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the University of South Alabama, USA Health Division, to provide pharmaceutical services and medications for the Mobile Fire Rescue Department Drug Box and Special Event box program, for one year, renewable annually without further approval required by Council, in an amount as needed not to exceed $125,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

EXECUTION COPY

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is made and entered into as of the _____ day of January, 2023 ("Effective Date") by and between the **UNIVERSITY OF SOUTH ALABAMA,** an Alabama public body corporate, by and through its division **USA HEALTH** ("USA Health") and the **CITY OF MOBILE** (the "CITY"), a Municipal Corporation of the State of Alabama. USA Health and the City are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, USA Health operates for the purpose of promoting the public health mission of the University of South Alabama and in furtherance of that purpose provides world class medical education and research through the College of Medicine of the University of South Alabama ("College") and also owns and operates the USA Health University Hospital located at 2451 University Hospital Drive, Mobile, Alabama 36617 and USA Health Children's & Women's Hospital located at 1700 Center St, Mobile, AL 36604 ("Hospital Facilities") in support of its public health mission;

WHEREAS, USA Health operates a health system pharmacy ("USA Health Pharmacy") and provides professional medical services for patients, including patients in need of inpatient and outpatient professional pharmaceutical services;

WHEREAS, the City operates the Mobile Fire Rescue Department ("MFRD") an all-hazards fire department capable of responding to and mitigating most any emergency situation, including urban rescue, fire suppression, and emergency medical services;

WHEREAS, the MFRD recognizes that it has pharmaceutical healthcare needs that it desires to address , particularly related to approved medication boxes ("Drug Box") and Special Event Boxes ("Special Event Boxes") for resupply;

WHEREAS , USA Health is capable of providing pharmaceutical services and certain medications as requested by the MFRD; and

WHEREAS, USA Health and the City desire to enter into agreement for pharmaceutical services for the MFRD Drug Box and Special Event Box program, as set forth in the Statement of Work ("SOW") attached as Exhibit 1.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration provided for in the Agreement, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Appointment.

The City hereby agrees to retain USA Health to be the exclusive provider of Drug Boxes for MFRD, in accordance with staffing availability and the demonstrated needs of the MFRD, USA Health will maintain a supply of medication boxes ready to go to minimize downtime for

MFRD. Additionally, USA Health will store, maintain par quantities, and track expiration dates of MFRD Special Event Drug Packs ("Special Event Packs").

This Agreement clarifies the roles of USA Health Pharmacy and the the scope of their authority, and the responsibilities of the City and USA Health Pharmacy in this collaboration. The success of the program relies on effective communication between the MFRD and its EMS Staff and USA Health Pharmacy administration, and other key staff members of each organization.

2. **Independent Contractor Status:** It is expressly acknowledged by the parties hereto that no relationship of employer or employee or partnership is created by this Agreement between USA Health and the City, its employees agents, officers and assigns nor between the MFRD, its employees, agents, officers and assigns and any person employed or contracted by USA Health. It is understood and agreed that USA Health is at all times acting and performing as an independent contractor.

3. **Professional Liability Insurance Coverage:** USA Health shall, at USA Health's own expense, obtain and maintain throughout the term of this Agreement professional liability (malpractice) insurance coverage for the qualified personnel of USA Health performing services under this Agreement of at least $1,000,000.00 for any one occurrence and $3,000,000.00 annually in the aggregate. The City agrees that it is self-insured for general liability claims and shall, at all times during the term of this Agreement, maintain sufficient cash reserves dedicated to the payment of claims, and maintains the present financial ability to pay claims, in the amount of $200,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $200,000.00 for property damage loss

4. **Term of Agreement:** The term of this Agreement shall begin upon receiving City approval and the signatures of both parties (hereinafter "the effective date"), and shall continue for a successive twelve month period ("expiration date"). This Agreement shall automatically renew for successive one-year terms unless otherwise terminated by the provisions contained herein.

a. This Agreement may be sooner terminated on the first to occur of the following:

(1) In the event the parties hereto shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

In the event either party shall give written notice to the other that such party has substantially defaulted in the performance of any obligation under this Agreement and such default shall not have been cured within 30 days following the giving of such notice, the party giving such notice shall have the right immediately to terminate this Agreement.

(2) This Agreement may be terminated by USA Health without penalty or cause upon giving at least 30 days advance written notice to the MFRD.

This Agreement may be terminated on the expiration date of the term of the contract above by either party giving at least 30 days advance written notice to the other party.

Upon termination of this Agreement, as herein above provided, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination of this Agreement, and obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

5. **Notice:** Any notice, demand or other communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed addressed as follows:

If to the City:
Mobile Fire Rescue Department
701 St. Francis St
Mobile AL 36602

If to USA Health:
USA Health
2451 University Hospital Drive, Suite 2-110
Mobile, AL 36617
Attention: G. Owen Bailey, Chief Executive Officer

With copy to:
USA Health
2451 University Hospital Drive, Suite 2-110
Mobile, AL 36617
Attention: William B. Grete, Chief Legal Counsel

or to other address, and to the attention of such person or officer as either party may designate by written notice.

6. **Miscellaneous:**

a. USA Health will submit an invoice for medications utilized on a monthly basis for the term of this contract ("Fees"), as set forth more particularly in the applicable SOW. Payment of all invoices is due upon receipt of the invoice. The Fees shall be paid directly by City to USA Health. Payment terms are net 30 days upon delivery of a non-disputed invoice.

b. Neither the City nor USA Health nor any of their respective officers, employees or agents shall be liable for any act or omission of the other party, their officers, employees or agents. USA Health agrees that the City, its agents, directors, officers, employees, and assigns shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from this Agreement, or caused by, or arising from any act or omission of USA Health, its agents, employees or invitees, including but not limited to any loss, damage, or injury resulting from USA Health's provision of pharmaceutical services as identified in this Agreement or the SOW.

c. USA Health agrees to comply with Title VJ of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and Sections 503 and 504 of the Rehabilitation Act of 1973, and all

requirements imposed by or pursuant to the regulation of the Department of Health, Education and Welfare (45 C.F.R. Parts 80 and 84, respectively) issued pursuant to these Acts.

d. USA Health agrees to cooperate with the City in the event that any legal issues or investigations arise based on any of the above laws and regulations, policies and/or procedures.

e. This Agreement may be amended by written consent of both parties and all amendments shall be attached to this Agreement and made part thereof.

f. This Agreement and the rights and obligation of the parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of the State of Alabama, with the exclusive venue being in the Circuit Court of Mobile County, Alabama.

g. In the event any provisions hereof shall be held or construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement, but the same shall be construed and enforced just as though the illegal or invalid provisions had not been included herein.

h. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered by either party without the prior written consent of the other party, which may be withheld or granted at the sole discretion of either party.

i. This Agreement shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

[The Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

USA HEALTH:

UNIVERSITY OF SOUTH ALABAMA

By:_____
Allen Broome, Pharm.D.
Director of Health System Pharmacy,
USA Health

By:_____
G. Owen Bailey, M.S.H.A., FACHE
Chief Executive Officer and Senior Associate
Vice President for Medical Affairs,
USA Health

By:_____
John V. Marymont, M.D., M.B.A.
Vice President for Medical Affairs and
Dean of the Frederick P. Whiddon College of
Medicine, University of South Alabama

CITY OF MOBILE:

By:_____
William S. Stimpson, Mayor

Attest:

_____
City Clerk

Exhibit 1 – Statement of Work

- MFRD will serve as the City's operational executive agent with regard to operational performance requirements in this Statement of Work.
- Vendor shall invoice the City the wholesale acquisition cost ("WAC") of medications plus thirty percent (30%) as fees on a monthly basis for the provision of pharmaceutical services and medications provided pursuant to this Agreement ("Fees").
- USA Health Pharmacy ("Vendor") will provide 24-hour, 7 days a week access with no interruption to Mobile Fire-Rescue Department ("MFRD") personnel for medication resupply.
- Vendor will have the ability to accommodate MFRD personnel bringing one or more MFRD approved medication boxes ("Drug Box") for resupply and receive a medication box at that time of service. Pharmacy agrees to maintain a supply of medication boxes ready to go to minimize downtime for MFRD.
- Vendor will restock Drug Boxes to pre-established par quantities of applicable medications pursuant with Alabama Department of Public Health EMS Protocols and Medication formulary.
    - MFRD reserves the right to increase or decrease medication quantities, in addition to removing medication from Drug Box entirely at the guidance of the MFRD Medical Director.
- Upon MFRD personnel receipt of Drug Box, Vendor will ensure that the Drug Box is sealed in accordance with MFRD Operational Guideline 3201 prior to MFRD personnel possession.
- Vendor will store, maintain par quantities, and track expiration dates of MFRD Special Event Drug Packs ("Special Event Packs")
    - Special Event Packs will be requested by MFRD EMS personnel prior to event occurring. Once event has ended, Special Event Packs will be returned to Vendor within two (2) business days
    - Special event packs will adhere to the same processes and procedures expected of the medication boxes
- Vendor will have the ability to maintain and track up to fifty (50) Drug Boxes and Special Event Packs
    - Vendor will be able to store, maintain, and track Drug Boxes that are not in use by MFRD Rescue trucks at that time
    - Drug Boxes will be numerically labeled for tracking purposes
    - Vendor will maintain a system of documenting which Drug Box has been returned or removed by MFRD personnel
- Vendor will track and monitor medication expiration dates within all Drug Boxes and Special Event Packs. For medications expiring within 30 days, Vendor will remove said medication from any Drug Box stored at Vendor location and replace with a medication that expires at a later date. Medication that is pulled under this process is deemed "expired" and will be destroyed with no credit.
- Vendor will affix label to the top of each Drug Box in a prominent, visible location listing the name of first medication expiring and the associated expiration date.

- Vendor will communicate with MFRD EMS staff when a medication becomes unavailable or when any known national or local shortages of a medication used by MFRD arise.
    - Vendor will communicate with MFRD Medical Director to establish list of acceptable medications and/or concentrations in the event of a primary medication being unavailable.
- Vendor will conduct a quarterly quality inspection of MFRD medication, intravenous fluids ("IV fluids"), and controlled substance storage and procedures.
- MFRD EMS personnel will reserve the right to conduct Quality Assurance of procedures and services provided by Vendor.
- Vendor will provide a list of current medication costs in addition to Vendor's service fee to MFRD yearly.
- MFRD reserves the right to increase number of Drug Boxes maintained by Vendor and written notice will be provided by MFRD no later than 30 days prior to expected service.
- Vendor will comply with State of Alabama Practice of Pharmacy code 680-X-2 in its entirety.
- If for any reason Vendor is not able to comply with the specifications listed within after entering into agreement for service, MFRD reserves the right to terminate the agreement.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To re-roofing four separate City of Mobile facilities

Amount of Contract:

$117,873.00

Funding Source

Project # Re-Roofing of four separate City of Mobile facilities BG-035-22 — **Discretionary Funds**

Project String C0694 – LIB ADM, ANNX, GRG, FS17, MMOA ROOF (20002000-48010) — **Contract Number:**4357

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	3/9/2023 - 11:23 AM
Capital	Rhodes, Brenda	Approved	3/9/2023 - 12:10 PM
Legal	Monteiro, Cherlina	Approved	3/9/2023 - 1:26 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Performance Contract between the City of Mobile and Friends of Mobile Historic Development

Amount of Contract:
$46,100.00

Effective Date of Contract:
3/21/2023

Funding Source

Project # Resolution for Performance Contract with Friends of Mobile Historic Development

Discretionary Funds n/a

Project String 3042

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Performance Contract with Friends of Mobile Historic Development	Resolution Letter	3/9/2023
Performance Contract	Backup Material	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Build		3/9/2023 - 3:50

Mobile	Beaco, Shayla	Approved	PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:52 PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:53 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:56 PM

2023

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Performance Contract between the City of Mobile and Friends of Mobile Historic Development, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Performance Contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

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PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") is made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **Friends of Mobile Historic Development** a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), as follows:

WHEREAS, the Contractor's purpose is to promote and support the historical, cultural and aesthetic heritage of the City of Mobile; and

WHEREAS, Contractor serves this purpose by preserving and protecting buildings and neighborhoods of historic and architectural value in the City of Mobile; and

WHEREAS, the City desires to financially assist Contractor in its efforts and finds that these activities serve a public purpose;

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **FORTY-SIX THOUSAND ONE HUNDRED DOLLARS AND NO/100 ($46,100.00)**, payable upon Contractor's submittal to the City Finance Department of its federal tax identification number and 501(c)(3) letter from the Internal Revenue Service. Said funds will be disbursed in a single payment which shall result from a written request to be sent to the City's Finance Department.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

Preserving and protecting historic buildings and neighborhoods in the City of Mobile.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the General Fund budget. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor:
Friends of Mobile Historic Development
Timothy Ray Maness, President
c/o Bruce McGowin
Hand Arendall Harrison Sale
P. O. Box 123
Mobile, AL 36601

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program.

By signing this contract, The Contractor, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Contractor shall make every reasonable effort to have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

Friends of Mobile Historic Development

BY_____
Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as **AUTHORIZED AGENT of Friends of Mobile Historic Development**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to appropriate $15,000 to Society Mobile-La Habana, Inc., to support funding the preparation and publication of a book jointly prepared with our sister city Havana

Amount of Contract:

$15,000.00

Effective Date of Contract:

3/21/2023

Funding Source

Project # Resolution for Performance Contract with Society Mobile-La Habana, Inc.

Discretionary Funds n/a

Project String 10040580-42080

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Performance Contract with Society Mobile - La Habana, Inc.	Resolution Letter	3/9/2023
Performance Contract with Society Mobile-La Habana, Inc.	Backup Material	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date

Legal	Barfield, Becky	Approved	3/9/2023 - 3:54 PM
Legal	Kern, Chris	Approved	3/9/2023 - 3:57 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 4:03 PM

2023

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the purpose of Society Mobile-La Habana, Inc. ("Contractor") is to promote and develop the relationship between the City of Mobile ("City") and Havana, Cuba, including the recognition and documentation of the rich history of mutual trade, travel and the exchange of culture between the two port cities; and

WHEREAS, the Contractor is promoting and funding the publication of a joint bi-lingual book documenting the shared histories of the two cities (Project), which book will incorporate extensive research and unprecedented access by the Alabama project researchers to records in Havana and allow Cuban researchers access to records in Mobile; and

WHEREAS, City, by Resolution 21-290 adopted April 27, 2021, has previously authorized funding of $15,000.00 to Contractor, and now desires to further financially assist Contractor in this effort by providing additional supplemental funding for Project with the knowledge that the support of such research promotes the documented history and knowledge of City thereby serving educational, cultural, tourism and marketing purposes, and thus being an appropriate and justified use of public funds and public purpose;

NOW THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an additional appropriation of $15,000.00 to Society Mobile-La Habana, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, that this action is necessary to perform essential minimum functions of the Council, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto or one substantially similar, and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

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PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **Society Mobile-La Habana, Inc.** a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), as follows:

WHEREAS, the Contractor's purpose is to promote and develop the relationship between City and Havana, Cuba, including the recognition and documentation of the rich history of mutual trade, travel and the exchange of culture between the two port cities; and

WHEREAS, the Contractor is promoting and funding the publication of a joint bi-lingual book documenting the shared histories of the two cities (Project), which book will incorporate extensive research and unprecedented access by the Alabama project researchers to records in Havana and allow Cuban researchers access to records in Mobile; and

WHEREAS, the City desires to financially assist Contractor in this effort by providing supplemental funding for Project with the knowledge that the support of such research promotes the documented history and knowledge of City thereby promoting educational, cultural, tourism and marketing purposes, and thus being a good and justified use of public funds and public purpose;

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **FIFTEEN THOUSAND DOLLARS AND NO/100 ($15,000.00)**, payable upon complete execution of this Agreement. Said funds will be disbursed in a single payment which shall result from a written request to be sent to the City's Finance Department.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

Funding the expenses of research, writing and publishing a book tentatively entitled *Mobile and Havana, Sisters Across the Gulf*; promoting the history of Mobile and its relationship

with Havana by publication of said book; contributing to the culture and marketing of Mobile as a port city by publication of said book.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the Economic Development Fund budget. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: **City Attorney**
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor:
Society Mobile-La Habana, Inc.
Grey Redditt, Jr.
11 North Water Street, Suite 24290
Mobile, AL 36602

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program.

By signing this contract, The Contractor, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Contractor shall make every reasonable effort to have at least fifteen (15) percent participation by socially and economically disadvantaged individuals, or the City shall make every reasonable effort to ensure that at least fifteen (15) percent of the total value of all such contracts or agreements described above shall be awarded to qualified contractors or professionals who are socially and economically disadvantaged.

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Its Mayor

ATTEST:

BY_____
Its City Clerk

Society Mobile-La Habana, Inc.

BY_____
Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that GREY REDDITT JR whose name as **AUTHORIZED AGENT of Society Mobile-La Habana, Inc.**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 8th day of March, 2023.

(SEAL)

TRACY L RIDER NOTARY PUBLIC STATE OF ALABAMA MY COMMISSION EXPIRES APRIL 12, 2025

Notary Public
State of Alabama At-Large
My Commission Expires: 4-12-25



AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Department of Homeland Security/Federal Emergency Management Agency in the amount of $650,000.00 for the FY22 Fire Prevention and Safety Grant. There is a 5% match requirement.

Funding Source

Project # Fire Match 5500 11140 **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds 650000.00 **Matching Funds** 32500.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	3/6/2023 - 2:45 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:51 PM
Legal	Kern, Chris	Approved	3/8/2023 - 12:51 PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 3:07 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), a Notice of Award for grant assistance in the amount of $650,000.00 for the FY 2022 Fire Prevention and Safety Grant.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Homeland Security/Federal Emergency Management Agency. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 5% matching funds in the amount of $32,500.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release arising out of the claims of Patrick McKean, Joshua Evans, and William Byrd

Amount of Contract:
n/a

Effective Date of Contract:
3/21/2023

Funding Source

Project # Resolution for Settlement Agreement and Release - McKean, Evans, Byrd

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release - McKean, Evans, Byrd	Resolution Letter	3/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/7/2023 - 12:04 PM 3/8/2023 - 12:44

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	3/9/2023 - 2:10 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release arising out of the claims of Patrick McKean, Joshua Evans and William Byrd, as outlined in the Settlement Agreement and Release. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D007\P005\00114495.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:3/14/2023

Sponsored by:

Councilmember Reynolds

Funding Source		
Project #		**Discretionary Funds**
Project String		**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**	
Grant Funds		**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 3:21 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4570, 4580, and 4590 Shipyard Road
(West side of Shipyard Road, 413' ± north of Higgins Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 18th day of April, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4570, 4580, and 4590 Shipyard Road (west side of Shipyard Road, 413' ± north of Higgins Road) from B-3, Community Business District, and B-5, Office Distribution District, to B-5, Office Distribution District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 2, CREEKLINE. NINTH ADDITION, AS RECORDED IN MOP BOOK 83, PAGE 105 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOTS 2, CREEKLINE, ELEVENTH ADDITION, AS RECORDED IN MAP BOOK 93, PAGE 76, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOT A, RESUBDIVISION OF LOTS 3 AND 4 CREEKLINE ELEVENTH ADDITION AS RECORDED IN INSTRUMENT NO.20200053952 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967,

commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-5, Office-Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office-Distribution District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of April, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of March, 203 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **4570, 4580, and 4590 Shipyard Road** (West side of Shipyard Road, 413'± North of Higgins Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 2, CREEKLINE. NINTH ADDITION, AS RECORDED IN MOP BOOK 83, PAGE 105 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOTS 2, CREEKLINE, ELEVENTH ADDITION, AS RECORDED IN MAP BOOK 93, PAGE 76, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOT A, RESUBDIVISION OF LOTS 3 AND 4 CREEKLINE ELEVENTH ADDITION AS RECORDED IN INSTRUMENT NO.20200053952 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-5, Office-Distribution District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office-Distribution District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Ford Engineering Services, PLLC (Joel Ford, Agent)
4570, 4580, and 4590 Shipyard Road
West side of Shipyard Road, 413'± North of Higgins Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 4, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 15, 2023 considered the request of **Ford Engineering Services, PLLC (Joel Ford, Agent)** for a change in zoning from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District** for the property located at **4570, 4580, and 4590 Shipyard Road** (West side of Shipyard Road, 413'± North of Higgins Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

Joel Ford
Ford Engineering Services, PLLC
2010 Oak Grove Road
Building 4, Suite 1
Hattiesburg, Mississippi 39402

Re: **4570, 4580, and 4590 Shipyard Road**
(West side of Shipyard Road, 413'± North of Higgins Road).
Council District 4
ZON-002342-2022 (Rezoning)
Ford Engineering Services, PLLC (Joel Ford, Agent)
Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District

Dear Applicant(s)/ Property Owner (s):

At its meeting on February 15, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

a) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $297.92. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

ZON-002377-2023 ADAM J. METCALFE
February 22, 2023

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **4570, 4580, and 4590 Shipyard Road**
(West side of Shipyard Road, 413'± North of Higgins Road).
Council District 4
ZON-002342-2022 (Rezoning)
Ford Engineering Services, PLLC (Joel Ford, Agent)
Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-00234-2022

CONTACT SHEET

ENGINEER

Joel Ford

Ford Engineering Services, PLLC

2010 Oak Grove Road

Building 4, Suite 1

Hattiesburg, MS 39402

Phone: 601-408-7829

Email: joel@fordengr.com

OWNER

Rocky Thornton

3T'S Trucking Container Division

3959 Highway 29

New Augusta, MS 39462

Phone: 601-964-7010

Email: rocky@3tstrucking.com

11/9/23

ZON-00234-2022

APPLICATION NARRATIVE

This application is being made to change the zoning of a parcel owned by 3T'S Trucking Container Division, LLC, from B-3 to B-5. The owner currently owns four adjacent parcels located at 4580 Shipyard Road. The four properties have property identification numbers R023306234000064.005, R023306234000064.006, R023306234000064.000, and R023306234000064.003. The owner currently operates a storage container facility on the two northernmost parcels (R023306234000064.005 and R023306234000064.006). The owner recently purchased the two southernmost parcels (R023306234000064.000 and R023306234000064.003) and intends on expanding the container storage facility onto those two parcels. The three northernmost parcels are currently zoned B-5. The request is being made to change the zoning on the southernmost parcel (R023306234000064.003) from B-3 to B-5 such that all properties have the same zoning.

'23JAN9 12:25PM

1/9/23

ZON-002342-2022





SITE VICINITY MAP

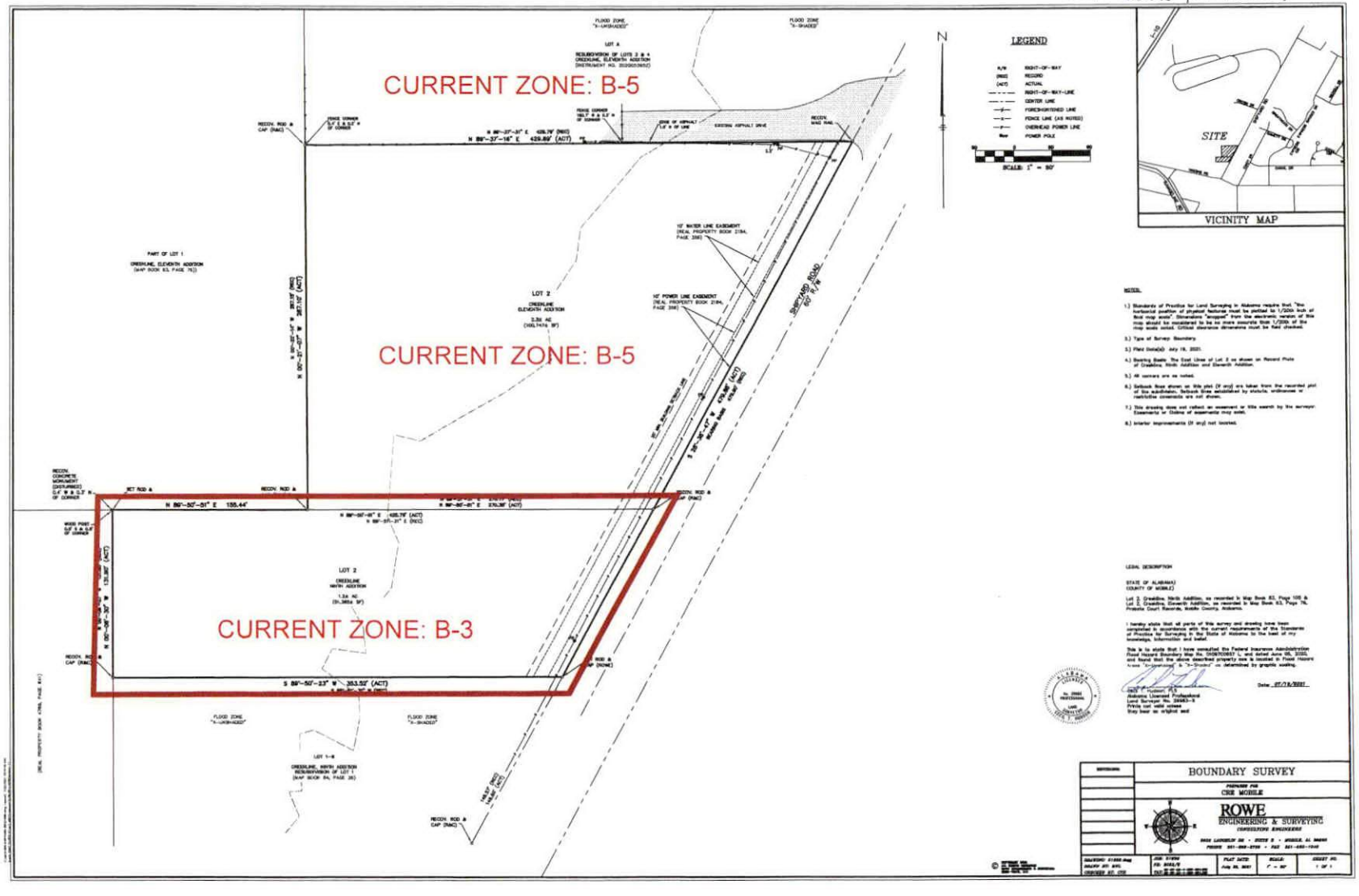
GRAPHIC SCALE

1 INCH = 50 FEET

DRAWING DISCLAIMER	DRAWING REVISIONS NO. / DATE / DESCRIPTION	PREPARED FOR: 3T'S TRUCKING CONTAINER DIVISION	PROJECT: NEW TRUCKING CONTAINER STORAGE FACILITY, SHIPYARD ROAD, MOBILE, ALABAMA	FORD ENGINEERING SERVICES, PLLC. PLANNING | DESIGN | MANAGEMENT	DRAFT FOR REVIEW ONLY	DRAWING NAME: OVERALL FACILITY SITE PLAN	DRAWN BY: JLF CHECKED BY: JLF SCALE: 1" = 80' DATE: DRAWING NO: 1

1/9/23

ZON-003342-2022



1/9/23

SEAPAC INC
PO BOX 2177
TUSCLOOSA, AL 35403

MIHAI C. IOA & DOINA BORLOVAN
4490 HIGGINS RD
MOBILE, AL 36619-8932

CYPRESS DRIVE PARTNERS LLC
118 N ROYAL ST STE 701
MOBILE, AL 36602-3600

CREEKLINE INC
PO BOX 1312
MOBILE, AL 36633-1312

BONNIE L BLOCKER
9966 WOODIE LN
IRVINGTON, AL 36544-3144

MOBILE SHIP. RD INVEST. PART.
PO BOX 723070
C/O TORREY REALTY AD., INC
SAN DIEGO, CA 92172-3070

BURNS MARCIA D
4594 CINDY DR
MOBILE, AL 36619

ELIZABETH A DAVIS
4622 CINDY DR
MOBILE, AL 36619

DANNY FRENCH
112 N CATHERINE ST
MOBILE, AL 36604

JULIUS L & ELOISE HARRISON
4588 CINDY DR
MOBILE, AL 36619

STEPHEN A & LISA A HODGE
4614 CINDY DR
MOBILE, AL 36619

ALICIA CHALK JOHNSON
4558 CINDY DR
MOBILE, AL 36608

JOSEPH BRANUM LYONS
4650 CINDY DR
MOBILE, AL 36619

WILLIAM C MITCHELL
4676 CINDY DR
MOBILE, AL 36619

ELIZABETH N RISHER
PO BOX 191415
MOBILE, AL 36619

ERNEST RODRICK
4576 CINDY DR
MOBILE, AL 36619

SHIPYARD ROAD LLC
PO BOX 487
MOBILE, AL 36601

MARY JO WILLIAMS
4600 CINDY DR
MOBILE, AL 36619

BAYLEIGH CATCHOT
4638 CINDY DR
MOBILE, AL 36619

3T'S TRUCKING CONTAINER DIV.
3959 HWY 29
NEW AUGUSTA, MS 39462

JOEL FORD
FORD ENGINEERING SERVICES
2010 OAK GROVE RD
BLDG. 4, STE. 1
HATTIESBURG, MS 39402

SUBDIVISION &
ZONING AMENDMENT STAFF REPORT Date: February 15, 2023

APPLICANT NAME	Ford Engineering Services, PLLC (Joel Ford, Agent)
SUBDIVISION NAME	3T's Trucking Container Subdivision
LOCATION	4570, 4580, and 4590 Shipyard Road (West side of Shipyard Road, 413'± North of Higgins Road).
CITY COUNCIL DISTRICT	Council District 4
PRESENT ZONING	B-3, Community Business District, and B-5, Office-Distribution District
PROPOSED ZONING	B-5, Office-Distribution District
AREA OF PROPERTY	1 Lot / 7.9± Acres
CONTEMPLATED USE	Subdivision Approval to create one (1) legal lot of record from three (3) existing legal lots of record, and Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office -Distribution District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. There is an unlabeled line running through the property that matches the ROW line listed in the legend. Clarify and revise.
C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.

E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #89) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows: LOT 1 - NONE.

F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control, the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT Commence on March 1, 2023.

REMARKS The applicant is requesting Subdivision Approval to create one (1) legal lot of record from three (3) existing legal lots of record, and Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District.

The site has been given a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally,

they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The applicant proposes to create one (1) legal lot of record from three (3) existing legal lots of record. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Shipyard Road, which is a minor street without curb and gutter, but with a compliant 60-foot right-of-way; therefore, no frontage dedication would be required. The right-of-way width of Shipyard Road should be retained on the Final Plat, if approved. As on the preliminary plat, the lot size label in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

As on the preliminary plat, the 25-foot minimum building setback line along Shipyard Road should be retained on the Final Plat, if approved. Although located within the 25-foot minimum building setback, the plat indicates water and power line easements. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or located within any easement without the permission of the easement holder.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

As the proposed lot would be split-zoned, the associated Rezoning process should be completed prior to signing the Final Plat.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North and West by B-5 zoning; and to the South and East (across Shipyard Road) by B-3 zoning.

The applicant states the following to address the rationale for the zoning request:

> *This application is being made to change the zoning of a parcel owned by 3T'S Trucking Container Division, LLC, from B-3 to B-5. The owner currently owns four adjacent parcels located at 4580 Shipyard Road. The four properties have property identification numbers R023306234000064.005, R023306234000064.006, R023306234000064.000, and R023306234000064.003. The owner currently operates a storage container facility on the two northernmost parcels (R023306234000064.005 and R023306234000064.006). The owner recently purchased the two southernmost parcels (R023306234000064.000 and R023306234000064.003) and intends on expanding the container storage facility onto those two parcels. The three northernmost parcels are currently zoned B-5. The request is being made to change the zoning on the southernmost parcel (R023306234000064.003) from B-3 to B-5 such that all properties have the same zoning.*

As the site is proposed to be made a single lot of record via the Subdivision process, the subdivision makes reclassification of the land into one classification necessary and desirable. The proposed use as a storage facility for shipping containers, and the proposed B-5 zoning classification for the entire site, would be in keeping with the current Zoning Ordinance and the upcoming Unified Development Code, and with the Future Land Use Plan and Map.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) completion of the rezoning prior to signing the Final Plat;
2) retention of the right-of-way width of Shipyard Road on the Final Plat;
3) retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4) retention of the 25-foot minimum building setback line along Shipyard Road on the Final Plat;
5) placement of a note on the Final Plat stating that no structure may be constructed or located within any easement without the permission of the easement holder;

6) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B There is an unlabeled line running through the property that matches the ROW line listed in the legend. Clarify and revise. C. Show and label all flood zones. New maps went into effect on June 5, 2020. D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11. E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #89) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows: LOT 1 - NONE. F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
7) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
8) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);* and
9) compliance with Fire comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings).*

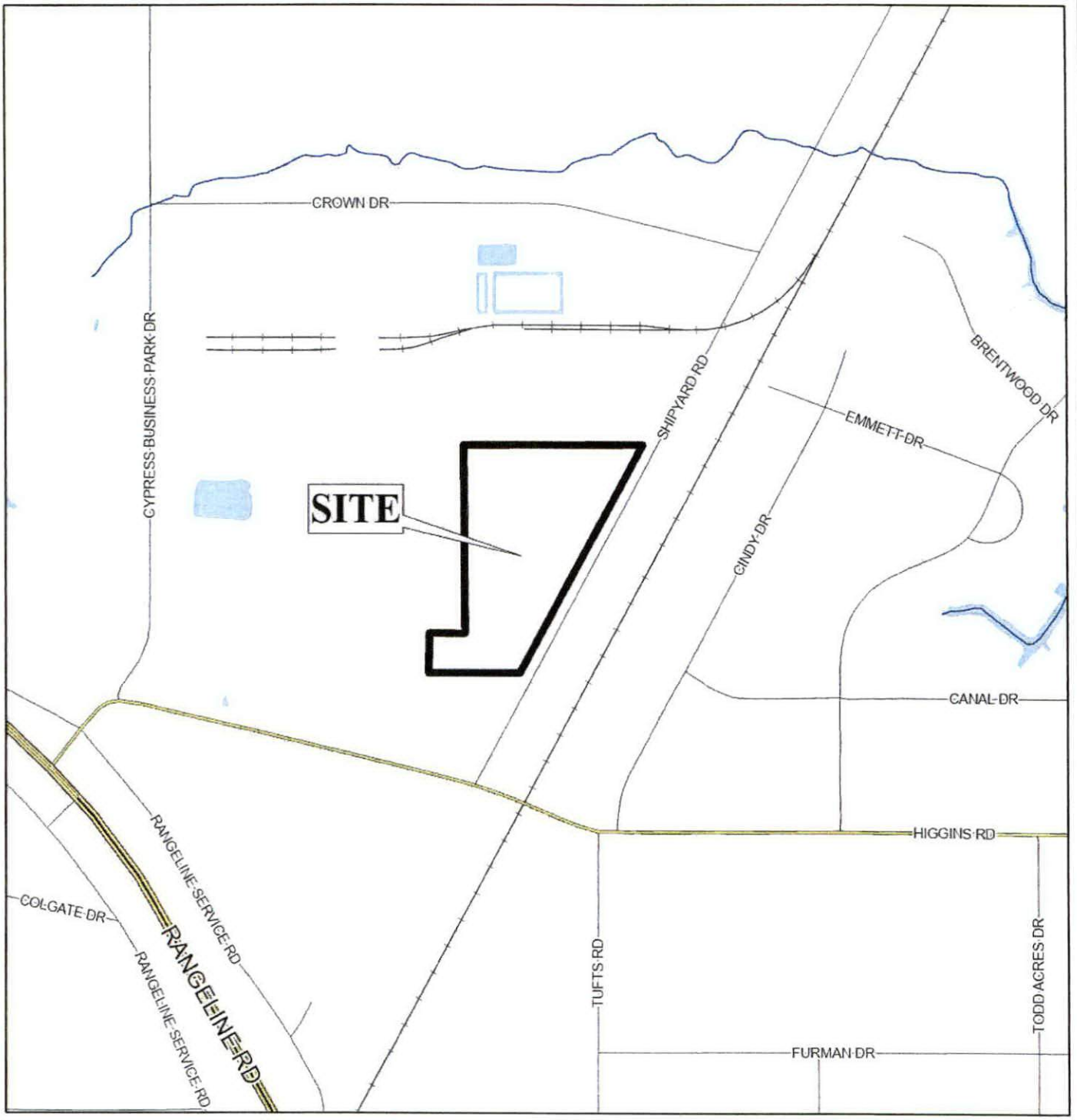
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

a) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

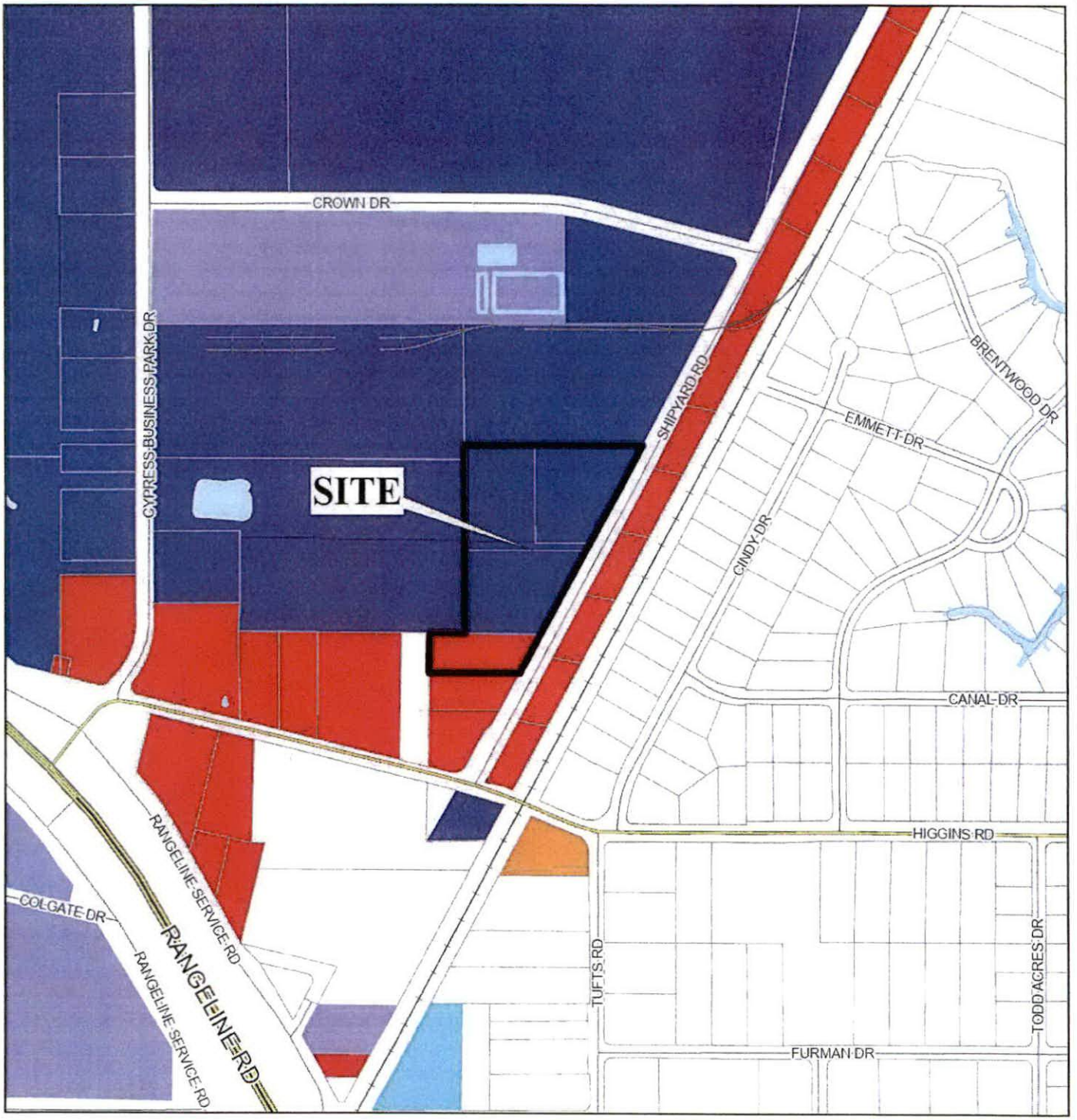
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE February 15, 2023

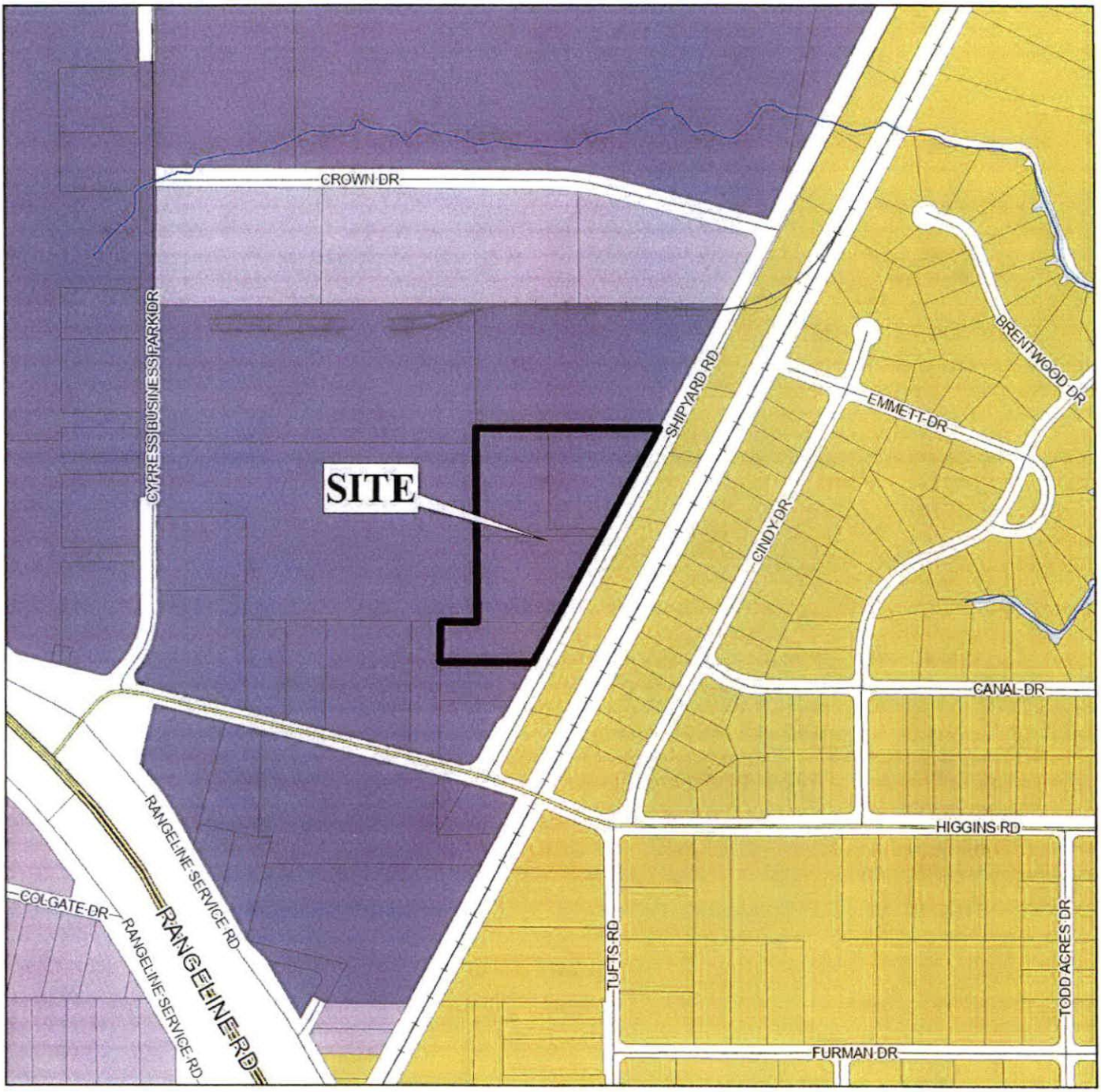
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

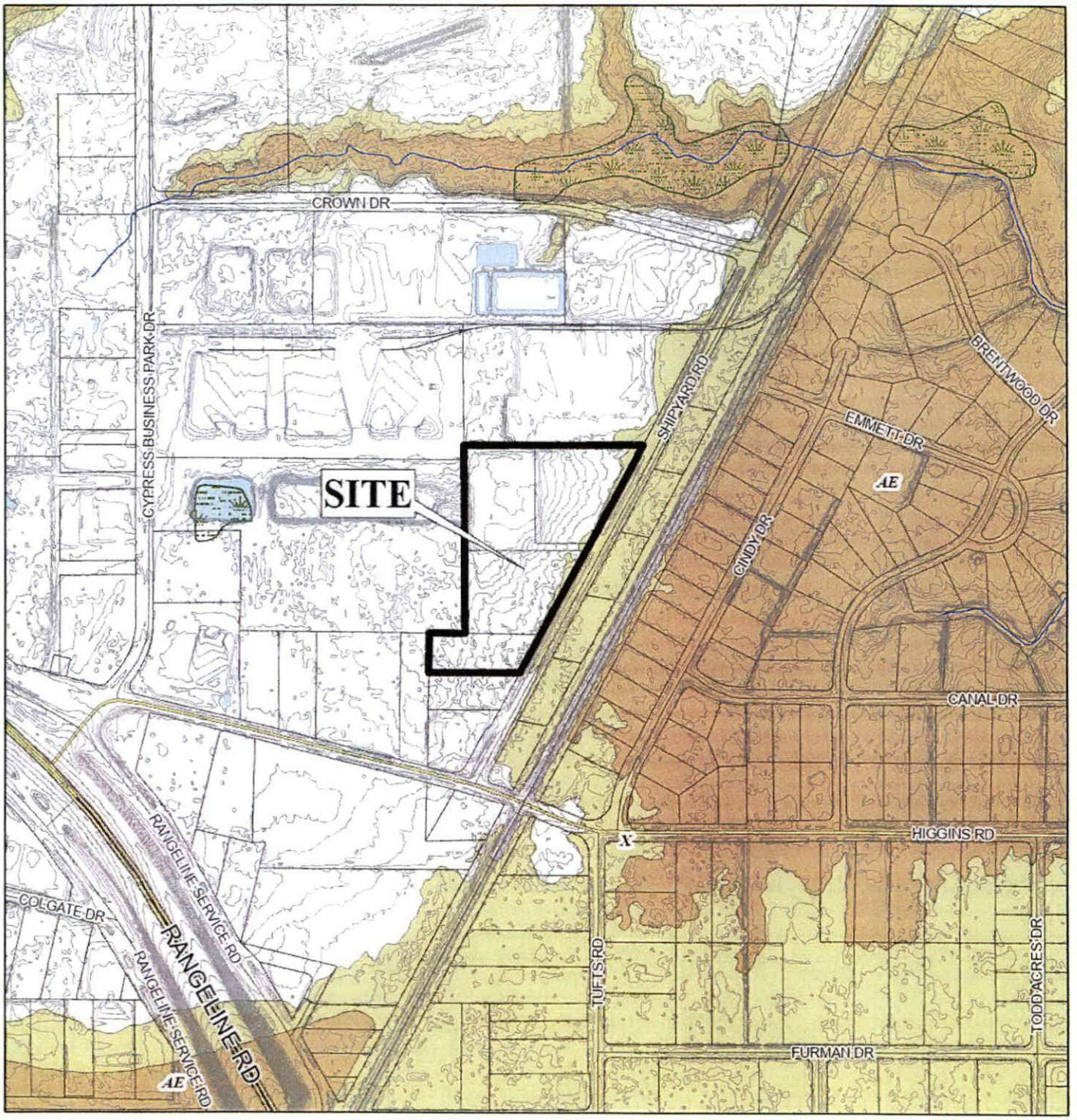
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

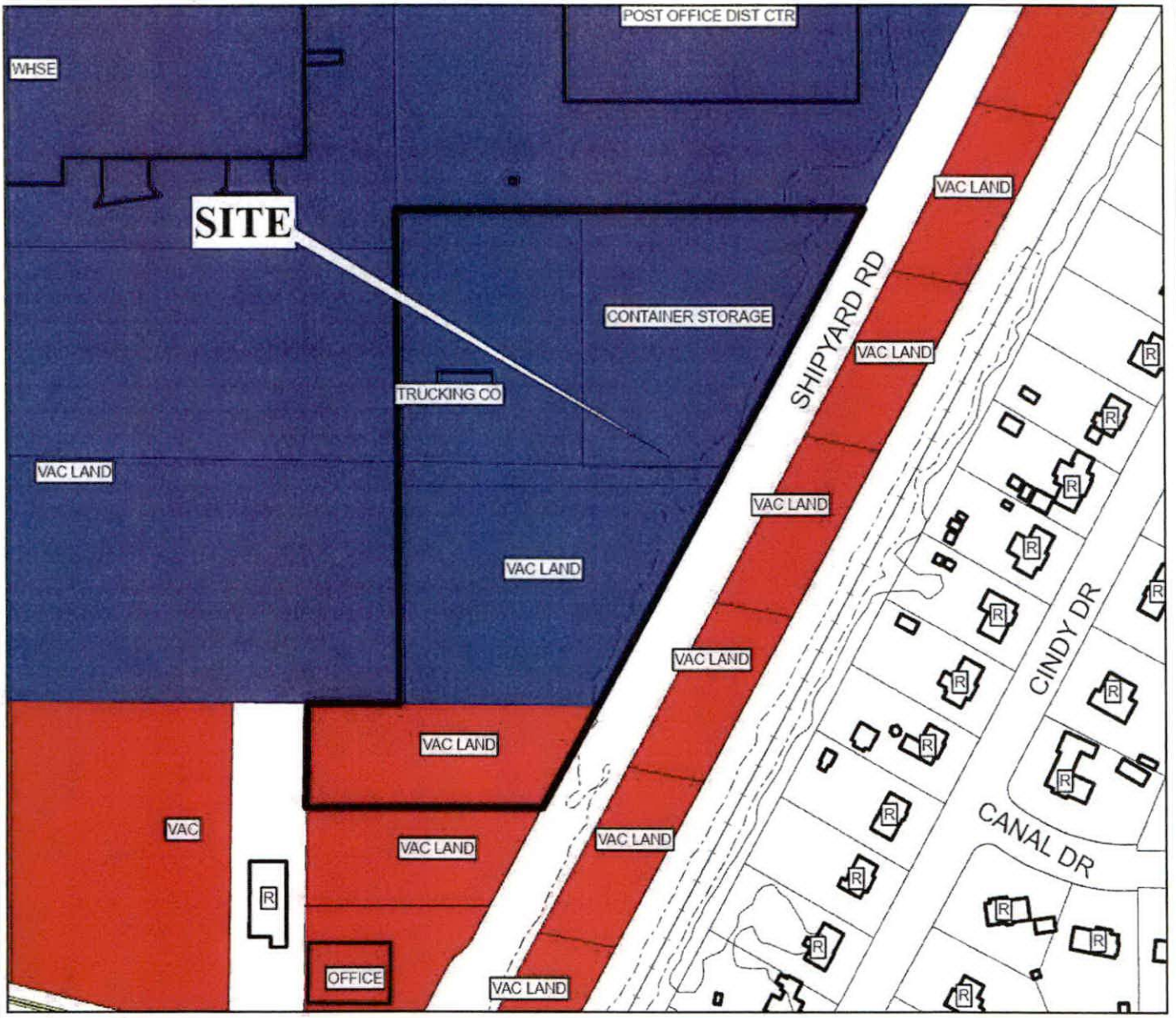
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units. Residences lie east of the site and single residence lies south.

APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

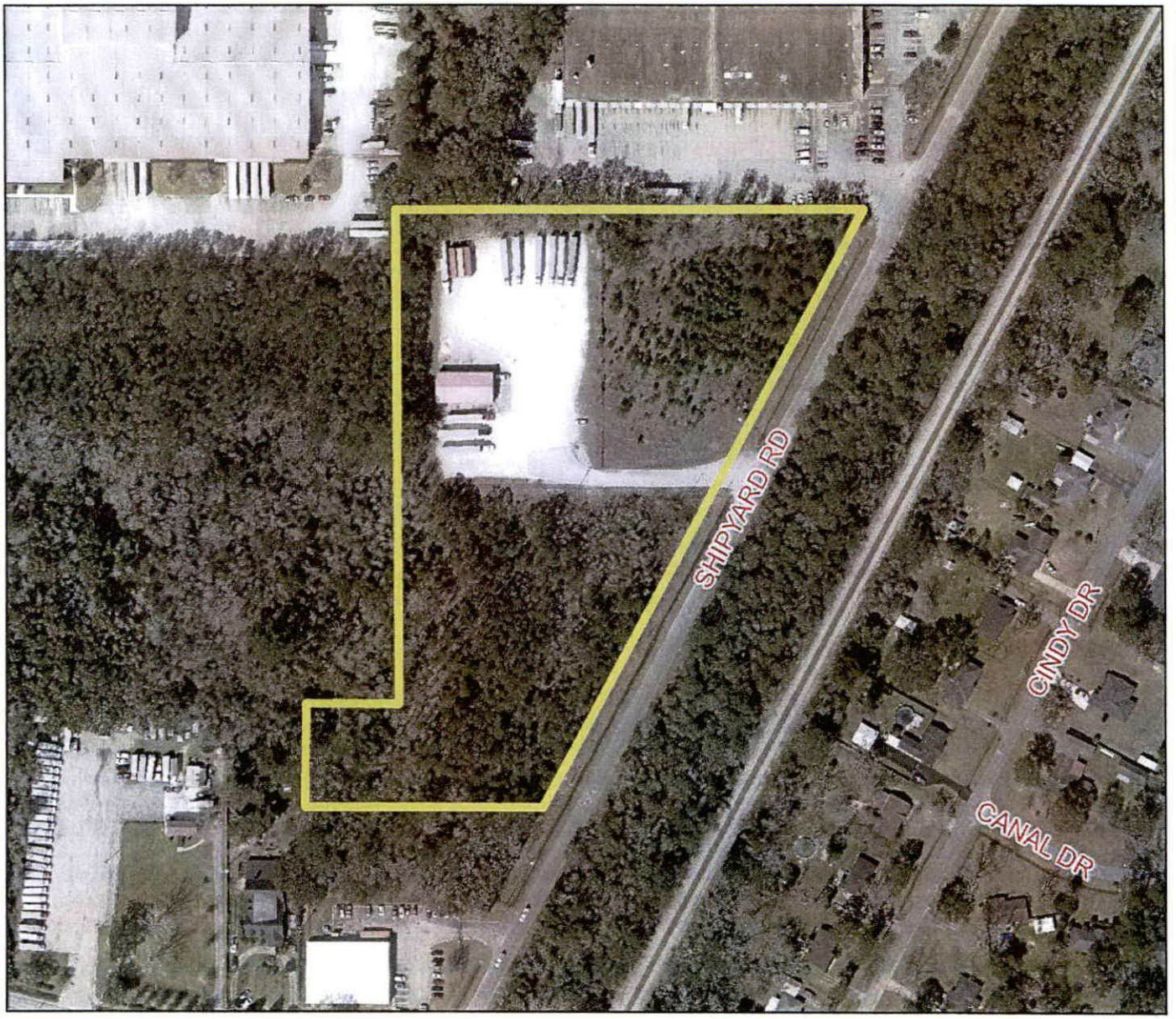
REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units. Residences lie east of the site and single residence lies south.

APPLICATION NUMBER 6 DATE February 15, 2023

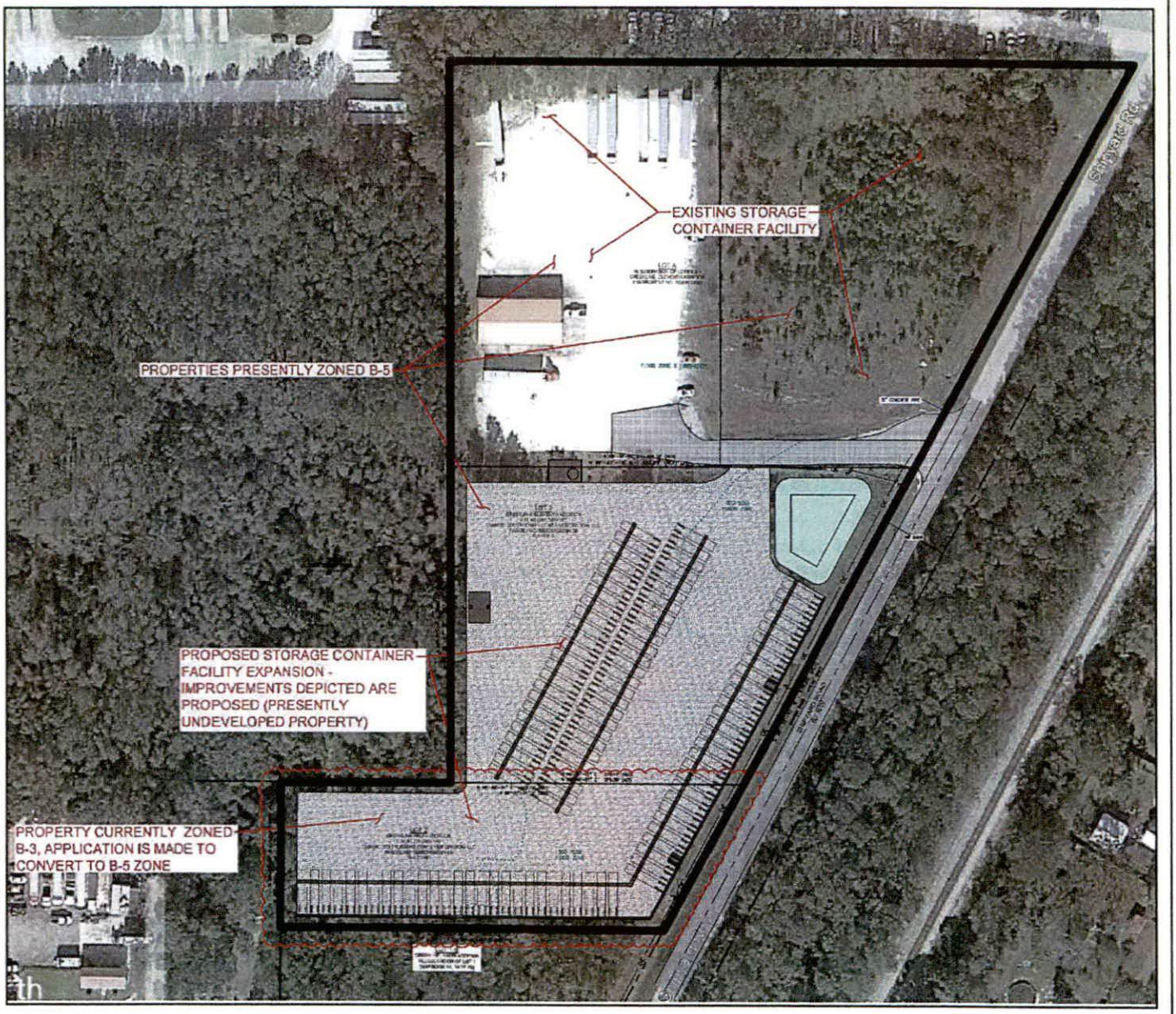
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

SITE PLAN



The site plan illustrates the existing storage container facility, and the proposed container facility.

APPLICATION NUMBER 6 DATE February 15, 2023

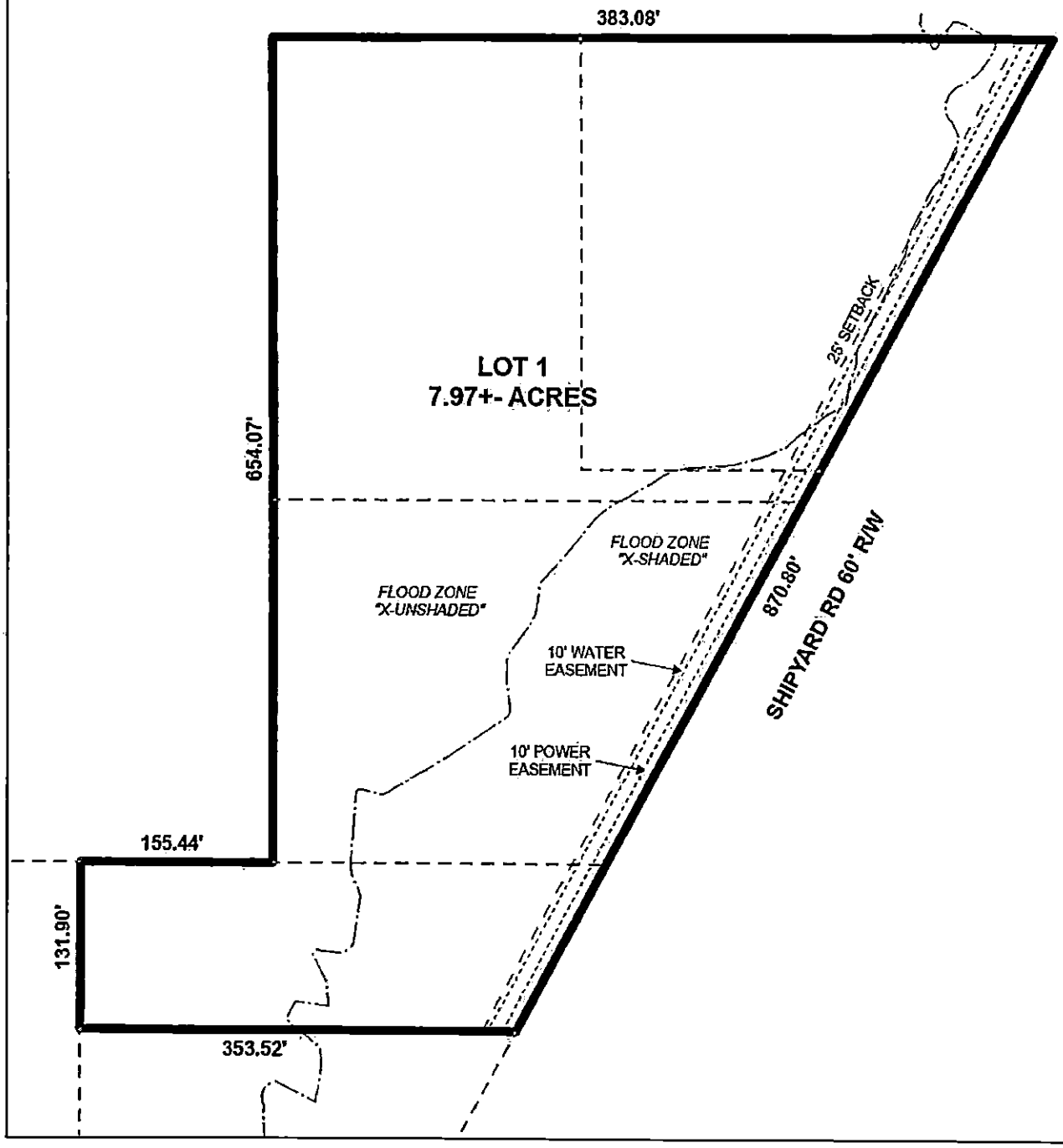
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE February 15, 2023

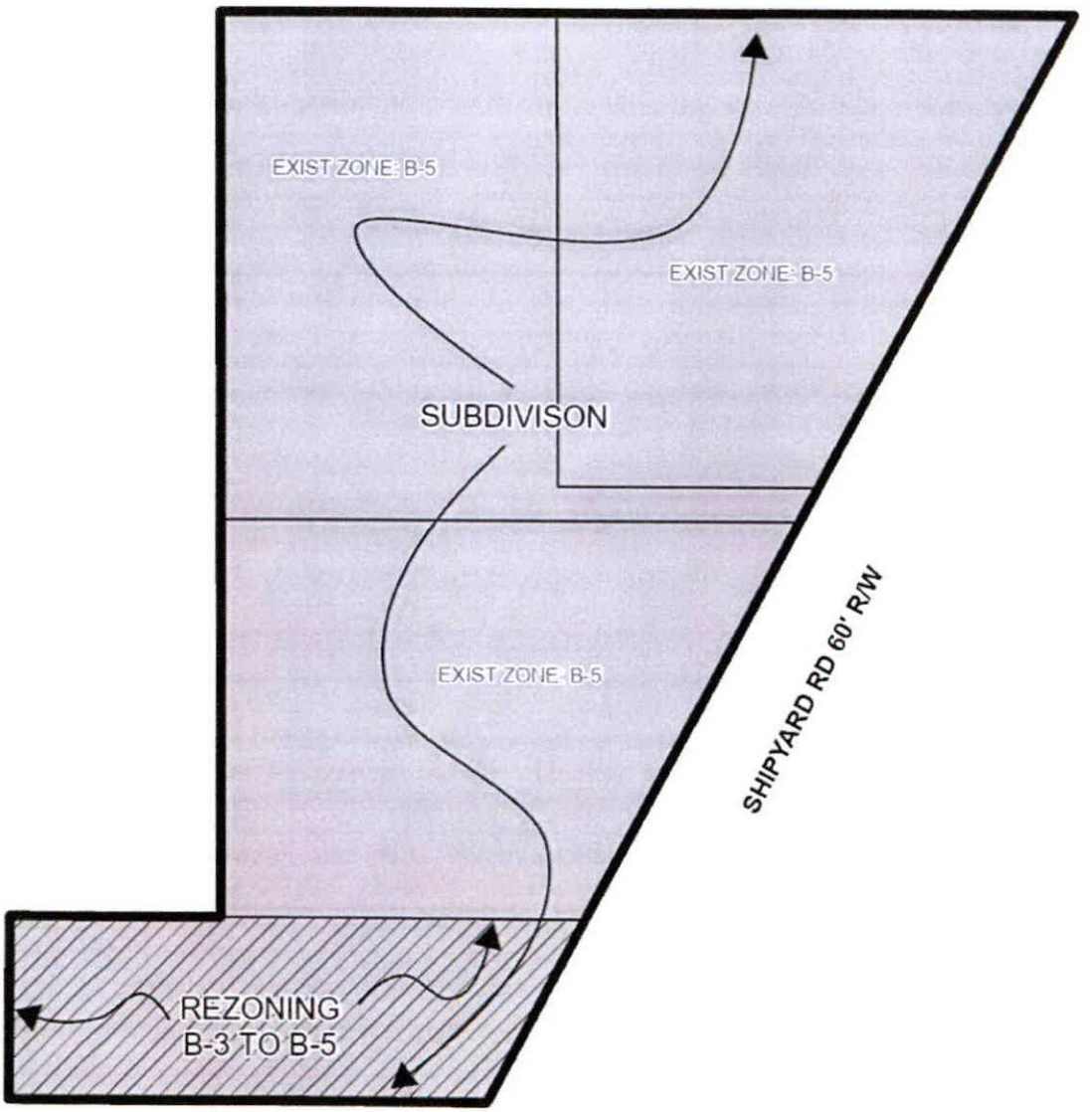
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS